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**EXHIBIT A**



American Home Assurance Co.  
(Name of issuing company)

Renewal

Effective: 09/22/2016

## Florida Homeowners Declarations Page

Your Declarations Page shows at a glance the coverage you have and your premium. Your Declarations Page is part of your policy. Please read your policy carefully, including your Declarations Page and any attached Endorsements, for a description of your coverage.

**Policy Number:**

PCG 0002409017

**Policy Period:** 09/22/2016 - 09/22/2017

At 12:01 A.M. standard time at your mailing address shown below

**Name of Insured and Mailing Address:**

Joel Newman  
Edith Newman  
1160 NW 163 Drive  
Miami, FL 33169

**Agency Name, Address, Phone # & Code:**

Affluent Ins Program-Boca  
500 W. Brown Deer Road  
Suite 101  
Milwaukee, WI 53217-1627

(877) 275-2335      0053623

**YOU WILL BE BILLED SEPARATELY FOR ANY PREMIUM DUE.**

The kind of losses that are covered and any special limits or deductibles that apply, are explained in detail in your Policy.

**Summary of Coverage by Location:**


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**355 South Ocean Blvd      Golden Beach, FL 33160**

COVERAGE	PAYMENT BASIS	COVERAGE LIMIT
House	Extended Rebuilding Cost	\$14,799,783
Other Permanent Structures	Extended Rebuilding Cost	\$251,731
Contents	Replacement Cost	\$2,484,409
Loss of Use		\$4,439,935
Liability		\$1,000,000
Medical Payments		\$10,000
Rebuilding to Code (Law and Ordinance - 30%)		\$4,439,935
	Emergency Management, Preparedness, and Assistance Trust Fund:	\$2.00

Deductible applied to this location:

Location Premium: \$109,310.00

Standard (All Other Perils): \$25,000

Hurricane Deductible: \$295,996

(2% of House coverage)

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Location Extension Schedule Premium:	\$1,276.00
<b>Total Premium:</b>	<b>\$110,586.00</b>



American Home Assurance Co.  
(Name of issuing company)

## Homeowners Location Extension Schedule Page

Summary of Coverage by Location for Policy: PCG 0002409017

### THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGHOUT-OF-POCKET EXPENSES TO YOU.

Inflation Guard - The amount of coverage of the house, contents and other permanent structures for the above location will be increased annually by 4.00% applied pro rata during the Policy Period.

Forms and Endorsements Attached for Location: PCHO-FL (12/07), PCHO-RPN-FL (01/09), 78052 (04/14),  
PCG-OFAC (10/13), PCHO-DWLL (9/06), PCHO-FLOODNOT (09/06), PCHO-FL-LO Notice (10/05),  
PCHO-FL-LO-NOA (10/05), PCHO-FRDG (9/06), PCHO-HPD (6/05), PCHO-CHECKLIST-FL (07/10), PCHO-FLHD (6/05),  
PCHO-LMDSC (02/10), PCHO-MVI-FL (02/10), PCHO-SHC-FL (09/06), PCHO-HDNOT (6/05)

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19501 West Country Club Drive      Unit 1210      Miami, FL 33180

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COVERAGE	PAYMENT BASIS	COVERAGE LIMIT
A & A/Personal Property	Replacement Cost	\$224,642
Loss of Use		\$67,393
Liability		\$1,000,000
Medical Payments		\$10,000
Rebuilding to Code (Law and Ordinance - 30%)		\$67,393

Location Premium: \$1,276.00

Deductible applied to this location:

Standard (All Other Perils): \$500

Hurricane Deductible: \$4,493

(2% of Contents coverage)

### THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGHOUT-OF-POCKET EXPENSES TO YOU.

Inflation Guard - The amount of coverage of the contents for the above location will be increased annually by 4.00% applied pro rata during the Policy Period.

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Location Extension Schedule Premium Subtotal: \$1,276.00

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## American Home Assurance Co.

(Name of issuing company)

# Homeowners Location Extension Schedule Page

## **Summary of Coverage by Location for Policy: PCG 0002409017**

Forms and Endorsements Attached for Location: PCHO-FL (12/07), PCHO-RPN-FL (01/09), PCHO-CONDOIC-FL (01/09), PCG-MAN (01/05), 78052 (04/14), PCG-OFAC (10/13), PCHO-AERC (09/06), PCHO-FLOODNOT (09/06), PCHO-FL-LO Notice (10/05), PCHO-HPD (6/05), PCHO-CHECKLIST-FL (07/10), PCHO-FLHD (6/05), PCHO-LMDSC (02/10), PCHO-MVI-FL (02/10), PCHO-SHC-FL (09/06), PCHO-HDNOT (6/05)

**926 West Smugglers Street**

COVERAGE	COVERAGE LIMIT
Liability	\$1,000,000
Medical Payments	\$10,000

**1115 Diplomat Parkway**      **Hollywood, FL 33019**

COVERAGE	COVERAGE LIMIT
Liability	\$1,000,000
Medical Payments	\$10,000

Authorized Agent's Signature: \_\_\_\_\_

**Location Extension Schedule Premium Subtotal:**



## Renewal Premium Notice FLORIDA

**Policy Number:**

PCG 0002409017

**Name of Insured and Mailing Address:**

Joel Newman  
 Edith Newman  
 1160 NW 163 Drive  
 Miami, FL 33169

**Policy Period:** 09/22/2016 - 09/22/2017

At 12:01 A.M. standard time at your mailing address shown below

**Agency Name, Address, Phone # & Code:**

Affluent Ins Program-Boca  
 500 W. Brown Deer Road  
 Suite 101  
 Milwaukee, WI 53217-1627

(877) 275-2335                    0053623

**Location Address:**

355 South Ocean Blvd  
 Golden Beach, FL 33160

The following is a breakdown of the premium charges applicable to your Florida Homeowners policy and any resulting changes, if applicable.

Your payment of the renewal premium indicates acceptance of these changes.

**Standard Coverages**

All Other Peril Base Premium:	\$68,761.00
All Other Peril Base Premium plus Adjustments:	\$29,099.00
Hurricane Base Premium:	\$983,841.00
Hurricane Base Premium plus Adjustments:	\$79,763.00
All Other Peril subtotal + Hurricane Premium subtotal:	\$108,862.00
All Other Peril subtotal + Hurricane Premium subtotal plus Additional Adjustments:	\$103,419.00
Liability:	\$420.00
Endorsement Premium:	\$5,469.00
Taxes, Fees and Surcharges:	
Assessments:	
Emergency Management, Preparedness, and Assistance Trust Fund:	\$2.00
Total Premium:	\$109,310.00
The premium adjustment for this policy due to a coverage change is:	\$179,710.00-
The premium adjustment for this policy due to a rate increase is:	\$185,702.00



## Renewal Premium Notice FLORIDA

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PCG 0002409017

**Name of Insured and Mailing Address:**

Joel Newman  
 Edith Newman  
 1160 NW 163 Drive  
 Miami, FL 33169

**Policy Period:** 09/22/2016 - 09/22/2017

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 Suite 101  
 Milwaukee, WI 53217-1627

(877) 275-2335                    0053623

**Location Address:**

19501 West Country Club Drive  
 Unit 1210  
 Miami, FL 33180

The following is a breakdown of the premium charges applicable to your Florida Homeowners policy and any resulting changes, if applicable.

Your payment of the renewal premium indicates acceptance of these changes.

**Standard Coverages**

All Other Peril Base Premium:	\$0.00
All Other Peril Base Premium plus Adjustments:	\$0.00
Hurricane Base Premium:	\$5,437.00
Hurricane Base Premium plus Adjustments:	\$359.00
All Other Peril subtotal + Hurricane Premium subtotal:	\$359.00
All Other Peril subtotal + Hurricane Premium subtotal plus Additional Adjustments:	\$1,199.00
Liability:	\$0.00
Endorsement Premium:	\$77.00
Taxes, Fees and Surcharges:	
Assessments:	
Total Premium:	\$1,276.00
The premium adjustment for this policy due to a coverage change is:	\$47.00
The premium adjustment for this policy due to a rate increase is:	\$0.00



## NOTICE

To report a claim, please contact:

1-888-760-9195



## HOMEOWNERS COVERAGE QUICK REFERENCE

### Declarations Page

Your Name and Address  
 Transaction  
 Policy Period  
 Coverage Limits  
 Premium  
 Forms

Coverage is provided by the American International Group, Inc., member company named on the Declarations Page. Each is a stock company.

<u>Policy Provisions</u>	<u>Beginning on Page</u>
<b>Part I - Definitions</b>	<b>1</b>
<b>Part II - Property</b>	<b>2</b>
A. Insuring Agreement	
B. Payment of a Loss	
C. Additional Coverages	
D. Exclusions	
<b>Part III - Liability</b>	<b>9</b>
A. Insuring Agreement	
B. Payment of a Loss	
C. Defense Coverage and Claim Expense	
D. Additional Coverages	
E. Exclusions	
<b>Part IV - Conditions</b>	<b>12</b>

The Contract together with the Declarations Page and Endorsements, if any, complete the policy.

THIS POLICY IS NOT COMPLETE WITHOUT A DECLARATIONS PAGE

### HOMEOWNERS COVERAGE - POLICY PROVISIONS

The insurance company named on your Declarations Page will provide the insurance described in this policy. You agree to pay the premium and comply with your responsibilities described in this policy.

Various provisions in this policy restrict or exclude coverage. Read the entire policy carefully to determine your rights and duties, and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with policy PART IV - CONDITIONS.

#### **PART I - DEFINITIONS**

Words with special meanings are defined here or in the part of the policy where they are used. Throughout the policy, defined terms will be bolded when used.

In this policy, the words "you", "your" and "yours" refer to the person or persons named on the Declarations Page and his or her spouse who lives in the same household. The words "we", "us", "our" and "ours" mean the insurance company named on the Declarations Page.

As used herein, a Declarations Page includes any schedule that supplements it.

Also, in this policy the words:

**Aircraft** means any contrivance used or designed for flight, except model or hobby craft not used or designed to carry people or cargo.

**Bodily Injury** means bodily harm, including resulting sickness or disease, required care, loss of services or death.

**Business** means a part-time or full-time trade, occupation or profession, including farming or ranching, other than **incidental business**.

**Contents** means personal property owned by, or in the possession of, you or a **family member**.

For any **residence** listed on the Declarations Page that is a condominium or cooperative, or rental unit, **contents** includes additions, alterations, items of real property, installations or fixtures that you paid for or acquired at your expense along with the **residence**. The property must be your insurance responsibility under the governing rules of the Condominium or Cooperative Association.

**Damages** means the sum required to satisfy any claim, covered by this policy, whether settled and agreed to in writing by us or resolved by judicial review.

**Family Member** means a person related to you by blood, marriage or adoption that lives in your household including a ward or foster child.

**Fungi** means any type or form of fungus, including but not limited to all forms of mold or mildew, and any mycotoxins, spores, scents, vapors, gas or substance, including any by-products, produced or released by **fungi**.

**House** means the owned one, two, three or four

family dwelling at which you reside at, intend to reside at, or any location named on the Declarations Page that is not a condominium or a cooperative.

**Hurricane** means a storm system that has been declared to be a **hurricane** by the National Hurricane Center of the National Weather Service which:

- a. Begins at the time a **hurricane** watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
- b. Continues for the period of time during which the **hurricane** conditions exist anywhere in Florida; and
- c. Ends 72 hours following the termination of the last **hurricane** watch or **hurricane** warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

**Catastrophic ground cover collapse** means geological activity that results in all of the following:

- a. The abrupt collapse of the ground cover;
- b. A depression in the ground cover clearly visible to the naked eye;
- c. Structural damage, other than settling or cracking, of a building or structure insured under this policy, including the foundation; and
- d. The building or structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that building or structure.

**Incidental business** means a **business** activity that does not produce gross revenues in excess of \$10,000 in any year, has no employees subject to workers' compensation or other similar disability laws, and conforms to federal, state and local laws. **Incidental business** includes the **business** of farming provided that it does not involve employment of others for more than 1,250 hours of farm work during the Policy Period, and does not produce more than \$25,000 in gross annual revenues from the raising or care of animals or agriculture. **Incidental business** includes **residences** listed on the Declarations Page that you own and rent to others.

**Insured person** means:

- a. You or a **family member**;
- b. An Additional Insured named in the policy;
- c. Any person given permission by you or a **family member** to use a vehicle or **watercraft** covered under this policy with respect to their legal responsibility arising out of its use; or
- d. A **spouse**. A **spouse** is a marriage partner. The term **spouse** also includes an individual registered under state law as a domestic partner of the **insured person** shown on the Declarations Page.

**Landscaping** means your trees, lawn, shrubs, and other plants, not including forestry or brush, on the grounds of your **residence**.

**Medical expenses** means reasonable charges for medical, dental, hospital, surgical, X-ray, prosthetic devices, professional nursing, ambulance, and funeral services.

**Occurrence** means:

- a. A loss or an accident, to which this insurance applies, including continuous or repeated exposure to substantially the same general harmful conditions, which occurs during the Policy Period and results in **personal injury** or **property damage**; or
- b. An offense, to which this insurance applies, including a series of related offenses, committed during the Policy Period that results in **personal injury** or **property damage**.

**Other Permanent Structures** means outdoor structures you own that are situated on the grounds of your **residence**.

**Personal Injury** means the following injuries, or resulting death:

- a. **Bodily injury**;
- b. Wrongful detention, false imprisonment or false arrest;
- c. Shock, emotional distress, mental injury;
- d. Invasion of privacy;
- e. Defamation, libel or slander;
- f. Malicious prosecution;
- g. Wrongful entry or eviction; or
- h. Assault and battery when committed with the intent of protecting persons.

**Property Damage** means physical injury to, destruction of, or loss of use of tangible property and the resulting loss of its use.

**Reconstruction Cost** means the lesser of the amount at the time of the loss required to:

- a. Restore or repair a structure; or
- b. Replace or rebuild a structure at the same location;

with materials of like kind and quality, whether or not repaired or replaced. **Reconstruction cost** does not include deduction for depreciation or any amount required for the excavation, replacement

or stabilization of land under or around a structure.

**Recreational Motor Vehicle** means:

- a. A motorized land vehicle designed for use off public roads and not subject to motor vehicle registration or operator licensing;
- b. A motorized land vehicle in dead storage at your **residence**; or
- c. A motorized land vehicle used solely on and to service a location shown on the Declarations Page.

**Residence** means any of the following which is listed on the Declarations Page:

- a. Any **house**, **other permanent structures** and grounds that you own;
- b. Any condominium unit, cooperative, or apartment that you own or reside in; or
- c. Any other type of home you rent to live in.

**Residence Employee** means:

- a. Your employee whose duties are related to the maintenance or use of the **residence** premises, including household or domestic services; or
- b. One who performs similar duties elsewhere not related to your **business**.

**Watercraft** means a boat or craft designed for use on, over or under water.

## PART II - PROPERTY

### A. Insuring Agreement

This policy covers you against all risks of direct physical loss or damage to your **house**, **contents** and **other permanent structures** unless an exclusion applies.

### B. Payment of a Loss

#### 1. Amount of Coverage for Your **House** and **Other Permanent Structures**

The amount of coverage for each **house** and for **other permanent structures** at each location shown on the Declarations Page is determined by the payment basis shown on the Declarations Page:

##### a. *Extended Rebuilding Cost Coverage*

We will pay Extended Rebuilding Cost when shown on the Declarations Page of this policy. Extended Rebuilding Cost coverage means that for a covered loss we will pay the **reconstruction cost** of your **house** or **other permanent structure**, for each **occurrence**. If the **reconstruction cost** of your **house** exceeds the amount of coverage for your **house** as shown on the Declarations Page, we will pay up to 50% more than this amount of coverage, if necessary, for the **reconstruction cost**. If the **reconstruction cost** of your **other permanent structures** exceeds the amount of coverage for your **other permanent structures**

tures as shown on the Declarations Page, we will pay up to 50% more than this amount of coverage, if necessary, for the **reconstruction cost**. However, if you do not repair or rebuild your **house** or **other permanent structure** at the same location, the maximum payable is the amount that we would have paid if you had repaired or rebuilt your **house** or **other permanent structures** at the same location.

#### **b. Replacement Cost Coverage**

We will pay Replacement Cost when shown on the Declarations Page of this policy. Replacement Cost Coverage means that for a covered loss we will pay the **reconstruction cost** of your **house** or **other permanent structures**, up to the coverage limit shown for that location on your Declarations Page, for each **occurrence**. For a covered total loss we will pay the **reconstruction cost** up to the coverage limit shown for that location on your Declarations Page, for each **occurrence**, whether or not you actually rebuild or repair your **house** or **other permanent structures**. The amount of coverage will be increased daily to reflect the current effect of inflation. At the time of a covered loss, your **house** and **other permanent structures** coverage will include any increase in the United States Consumer Price Index from the beginning of the Policy Period.

If at any time during the Policy Period, you are newly constructing your **house** or **other permanent structures**; constructing additions; or undergoing renovations equal to or in excess of the lesser of 10% of the **house** coverage limit or \$500,000, and/or it results in your moving out of the **house** for any period of time, the payment basis for your **house** or **other permanent structures** is the **reconstruction cost**.

We may change the amount of coverage shown on the Declarations Page when the policy renews or when appraisals are conducted to reflect current costs and values.

## **2. Amount of Coverage For Your Contents**

The coverage amount for your **contents** for each covered **residence** is listed on your Declarations Page. The amount we will pay for a covered loss will depend on where the covered loss occurs:

At a **Residence**:

a. If a loss occurs to **contents** located at a **residence** with **contents** coverage:

i. Listed on the Declarations Page of this policy:

We will pay up to the coverage limit for **contents** for that location, for each **occurrence**; or

ii. Under another Homeowners policy in force with us:

We will not pay any amount under this policy.

b. If a loss occurs to **contents** located at a **residence** that does not have **contents** coverage or at a **house**, condominium, cooperative or rental unit owned or rented by the **insured person** not listed on the Declarations Page of this policy or any other policy issued by us or one of our affiliated companies:

We will pay up to 10% of the highest coverage limit for **contents** of any single location listed in this policy, for each **occurrence**. Payment will be made based on the single location and will not be made under more than one policy issued by us or one of our affiliated companies.

However, **contents** at a newly acquired **residence** are not subject to this limitation for sixty (60) days after you begin to move property there.

Away from a **Residence**:

c. If a loss occurs to **contents** located away from any **residence** or location you own or live at:

We will pay up to the highest coverage limit for **contents** for any single location listed in this policy, for each **occurrence**. Payment will be made based on the single location and will not be made under more than one policy issued by us or one of our affiliated companies.

The most we will pay for a covered loss is the replacement cost of the contents without deduction for depreciation, whether or not repaired or replaced, up to the coverage limit..

However, the most we will pay for a covered loss is the cost to repair or replace the **contents** less depreciation, up to the coverage limit, if the **contents** are obsolete or unusable for the purpose for which they were originally intended because of their age or condition.

If, after a covered loss to both **house** and **contents**, we pay more than the coverage limit for **house** coverage because of Extended Rebuilding Cost, we will automatically increase the amount of **contents** coverage for that loss by the same percentage that we increased the amount of **house** coverage.

The amount of coverage for your **contents** will be increased daily to reflect the current effect of inflation. At the time of covered loss, your **contents** coverage will include any increase in the United States Consumer

Price Index from the beginning of the Policy Period.

**Contents** coverage includes property that is moved to another location due to renovation or repair.

### 3. Deductible

The deductible shown on the Declarations Page is the amount of a covered loss you will pay for each **occurrence**.

Your deductible shown on the Declarations Page will be reduced by any other deductible in this policy unless the deductible is a special deductible such as **hurricane**, wind and hail, or named storm.

### 4. Pairs, Sets and Parts

For a covered loss to a pair or set, we will pay whichever is less:

- a. The cost to replace the lost or damaged property;
- b. The cost to restore or repair the damaged property to its pre-loss condition;
- c. The difference between the market value of the pair or set before the loss and after the loss; or
- d. The amount of coverage.

However, we will pay you the full replacement cost of the entire pair or set if you agree to surrender the remaining article(s) of the pair or set to us.

### 5. Special Limits of Liability

a. The limit shown for each of the following categories is the maximum we will pay for a covered loss to that type of **contents**. These special limits do not increase the amount of coverage of your **contents**.

- |  |          |
|--|----------|
| i. Money, bank notes,<br>money orders, drafts,<br>checks or gold, silver<br>or platinum bullion or<br>ingots | \$2,500  |
| ii. <b>Watercraft</b> , including<br>their outboard motors,<br>equipment and furnishings                     | \$5,000  |
| iii. Trailers  | \$5,000  |
| iv. Grave markers and<br>Mausoleums  | \$50,000 |

b. The limit shown for each of the following categories is the maximum we will pay for a covered loss to that type of **contents** unless they are stored in a bank vault or bank safe deposit box, in which case we will pay up to the total amount for **contents** coverage listed in the policy for each **occurrence**. These special limits do not increase the amount of coverage of your **contents**.

- |   |         |
|---|---------|
| i. Stamps, Coins &<br>Medals  | \$5,000 |
| ii. Negotiable papers,<br>securities, accounts,<br>evidences of debt,<br>letters of credit, notes<br>(other than bank notes),<br>manuscripts, passports,<br>tickets | \$5,000 |

c. We will pay up to the coverage limit for **contents** coverage listed in the policy for each **occurrence** for **contents** in the following categories unless they are lost, misplaced or stolen, in which case we will only pay up to the limit shown below. These special limits do not increase the amount of coverage of your **contents**.

- |  |          |
|--|----------|
| i. Jewelry, watches,<br>precious stones<br>or semi-precious<br>stones, whether<br>set or unset | \$5,000  |
| ii. Furs   | \$5,000  |
| iii. Guns  | \$5,000  |
| iv. Silverware, goldware,<br>pewterware or trophies  | \$10,000 |

d. We will pay up to the total amount of **contents** coverage listed in the policy for each **occurrence** for **contents** in the following categories unless the loss is caused by breakage, in which case we will only pay up to the limit shown below. These special limits do not increase the amount of coverage of your **contents**.

- |  |          |
|--|----------|
| i. Crystal, china,<br>porcelains, figurines,<br>statues, sculptures,<br>mirrors, wine bottles,<br>glassware and similar<br>items | \$50,000 |
|--|----------|

### C. Additional Coverages

These coverages are offered in addition to the amount of coverage shown on the Declarations Page unless stated otherwise. Your deductible applies to these coverages unless stated otherwise. Exclusions are described in section D. Exclusions and limits of liability, are described in section B., 5. Special Limits of Liability apply to these coverages.

#### 1. Additional Living Expense

As described below, under certain conditions when your **residence** cannot be lived in because of a covered loss to your **house** or, if applicable, your **contents**, we provide coverage for additional living expenses, which consist of extra living expenses, loss of fair rental value, and forced evacuation expenses. The maximum amount we will

pay for all additional living expenses combined for each **occurrence** is 30% of the **house** coverage if the **residence** where the loss occurs is a **house**; or 30% of the **contents** coverage if the **residence** where the loss occurs is a Condominium, Cooperative or apartment.

#### a. Extra Living Expense

If a covered loss makes your **residence** uninhabitable, we cover any reasonable increase in living expenses incurred by you to maintain your household's usual standard of living. Payment will continue for the shortest reasonable amount of time necessary to restore your **residence** to a habitable condition or for your household to permanently locate elsewhere. If your **residence** is under construction and you are living in the **residence** at the time of loss, extra living expenses will cease once you are restored to the condition you were just prior to the loss. We will not pay any interest for loans or increased policy premiums associated with the rebuilding of your home. However, if prior to the loss you are not living in the **residence** or have moved out because of construction or renovations, then extra living expenses for this location will not apply.

We will also pay reasonable expenses associated with the kenneling of your domestic animals only.

#### b. Fair Rental Value

If you are not able to rent out your **residence**, or part of your **residence**, that you usually rent to others because of a loss covered by this policy, we will pay the fair rental value for the reasonable amount of time necessary to restore your **residence**, or that part of your **residence**, to a habitable condition.

#### c. Forced Evacuation

If you are forced to evacuate your **residence** as a direct result of a loss or a reasonable threat of a loss covered by this policy, we will reimburse you for the reasonable increase in your living expenses necessary to maintain your household's normal standard of living for up to thirty (30) days. We also cover any loss in fair rental value for up to thirty (30) days if your **residence** is rented to others.

### 2. Assessments

We will pay up to \$100,000 per **occurrence** for your share of an assessment charged during the Policy Period against all the members of a Homeowners, Condominium or Cooperative Association. The assessment must be as a result of a covered loss to property or as a result of liability that would

be covered under this policy. We will not pay assessments charged for loss resulting from earthquake; however, we will pay your share of an assessment charged as a result of an ensuing covered loss due to theft, explosion, fire or glass breakage unless another exclusion applies. We will not pay more than \$10,000 for any assessment that results from a deductible in your Association's insurance. The resultant assessment must be a result of a covered loss to property or as a result of liability that would be covered under this policy. We will not pay assessments charged for loss resulting from earthquake; however, we will pay your share of an assessment charged as a result of an ensuing covered loss due to theft, explosion, fire or glass breakage unless another exclusion applies. Your deductible does not apply to this coverage.

### 3. Landscaping

We will pay up to 5% of the coverage limit for the **house** or, if **house** coverage is not available, 5% of the coverage limit for the **contents** at the **residence** at which the covered loss occurs, but no more than \$5,000 for any one tree, shrub or plant. **Landscaping** does not include forestry or brush.

We will pay only for losses caused by:

- a. Aircraft;
- b. Fire, lightning or explosion;
- c. Riot or civil commotion;
- d. A vehicle not owned or operated by someone who lives at the **residence**; or
- e. Theft, attempted theft, vandalism or malicious mischief.

This additional coverage applies only if you repair or replace the damaged **landscaping** within two years after the insured structure has been repaired if it has been damaged or two years from the date of loss, whichever is greater.

### 4. Land

In the event of a covered loss to your **house** or **other permanent structures** we will pay for required stabilization, excavation, or replacement of land under or around your **house** or **other permanent structures**. We will pay up to 10% of the amount of a covered loss to your **house** or **other permanent structures** for this coverage.

### 5. Construction Materials

We cover materials and supplies owned by you at each location shown on the Declarations Page for use in the repair, alteration or construction of your residence unless stated otherwise or an exclusion applies. These payments do not increase the amount of your coverage.

## 6. Precautionary Repairs

After a loss covered by this policy, we will pay the reasonable expenses you incur for necessary repairs to protect your **residence** against further loss. These payments do not increase the amount of your coverage.

## 7. Debris Removal

We cover the reasonable expenses you incur to remove debris due to a covered loss and the property that caused the covered loss.

- a. If your **residence** is a **house**, we will pay up to 30% of the amount of coverage for your **house** at this location as shown on your Declarations Page. The amount of coverage for debris removal will not be affected by any increase in the amount of **house** coverage caused by the application of Extended Rebuilding Cost payment basis if provided by this policy.
- b. If your **residence** is a Condominium, Co-operative or apartment, we will pay up to 30% of the amount of coverage for your **contents** at this location as shown on the Declarations Page.

## 8. Lock Replacement

We will pay for the cost of replacing the locks in a **residence** listed on the Declarations Page if the keys to that **residence** are lost or stolen. Your deductible does not apply to this coverage.

## 9. Rebuilding to Code

We will pay the extra expenses to obey any law or ordinance that regulates the repair, rebuilding or demolition of damaged property caused by a covered loss subject to the following:

- a. If the loss is to a **house**, we will pay up to 30% of the amount of coverage shown on the Declarations Page for that **house**;
- b. If the loss is to an **other permanent structure**, we will pay up to 30% of the amount of coverage shown on the Declarations Page for **other permanent structures** at that location; or
- c. If the loss is to the additions and alterations of your Condominium, Co-operative or apartment unit, we will pay up to 30% of the amount of **contents** coverage as shown on the Declarations Page.

## 10. Mine Subsidence

We cover direct loss to your **house** and **other permanent structures** caused by lateral or vertical movement of a man-made underground mine or mine-related excavations.

## 11. Property Removal for Safekeeping

We will pay for any reasonable expenses incurred for the moving and storing of **contents** from a **residence** because the **contents** are in danger as a result of a covered loss.

## 12. Data Replacement

We will reimburse you up to \$5,000 for expenses you incur as a result of a covered loss to replace lost personal data stored on a personal computer or portable computing device that you own or lease.

## 13. Business Property

We will pay up to \$25,000 for a covered loss to **business** property you own or lease.

## 14. Fire Department Charges

We will pay for the charges imposed by law or assumed by written agreement when a fire department answers a call to save or protect a **residence** listed on the Declarations Page. Your deductible does not apply to this coverage.

## 15. Back Up of Sewers and Drains

We will pay up to the coverage limits shown on the Declarations Page for physical loss or damage to property caused by:

- a. Water which backs up through sewers or drains on the **residence** premises. A sewer or drain is a pipe mechanically connected to the **residence** plumbing system, gutters or downspouts, or other drainage pipe located on the **residence** premises used to drain water and waste away from the **residence**. A backup is not due to the inability of a sewer or drain to handle the amount of rainwater, surface water or groundwater trying to enter the sewer or drain.
- b. Water which overflows from a sump pump pit if such overflow results from the mechanical breakdown of the sump pump. This additional coverage is intended to cover damage caused by water that overflows the sump pit due to mechanical breakdown of the sump pump, but not damage caused by surface or groundwater before it enters the sump pit. This coverage does not apply to direct physical loss or damage of the sump pump or related equipment, which is caused by mechanical breakdown.

These payments do not increase the amount of your coverage.

## 16. Property of Domestic Staff and Guests

We cover the personal property of your domestic staff and guests while it is on the premises of any **residence** listed on the Declarations Page. These payments do not increase the amount of your coverage.

#### 17. Loss by Animals

We cover loss to your **house, other permanent structures, and contents** caused by domestic animals.

#### 18. Arson Reward

We will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to property covered by this policy. The \$5,000 limit is the most we will pay, regardless of the number of persons providing information. This coverage is additional insurance.

#### 19. Food Spoilage

We cover food spoilage due to a temperature change in a refrigerator or freezer caused by an interruption of the power supply, originating either on or off-premises, or due to the mechanical breakdown of refrigeration equipment at any **residence** you live at or own. Wine or spirits are not considered food. These payments do not increase your amount of coverage. This coverage is subject to a \$250 deductible.

#### 20. Ensuing Fungi or Bacteria

We will pay up to \$10,000 for each **occurrence** caused by **fungi** or bacteria resulting from a covered loss, including:

- a. The cost to remove, clean-up, remediate, contain, treat, detoxify, neutralize, **fungi** or bacteria;
- b. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the **fungi** or bacteria;
- c. The cost of testing or monitoring of air or property to confirm the absence, presence or level of **fungi** or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of **fungi** or bacteria; and
- d. The reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your **residence** is uninhabitable. Payment will continue for the shortest period of time necessary to restore your **residence** to a habitable condition.

This is the most we will pay regardless of the number of **occurrences**, the number of locations insured, or the number of claims-made. We will not make any additional payments for Ensuing **Fungi** or Bacteria under any other Additional Coverage.

These payments do not increase the amount of coverage.

#### 21. Loss Prevention Device

After a loss is covered by this policy, we will pay for the reasonable costs you incur up to \$2,500 for the installation of an approved loss prevention device to protect your **residence** against the same loss in the future. Approved loss prevention devices include fire alarms systems, fire suppression systems, security systems, sump pumps, automatic water shut-off devices, lightning suppression systems, back-up power systems and hail resistant roofing materials. These payments do not increase the amount of coverage.

This additional coverage only applies if the loss exceeds the location deductible.

#### D. Exclusions

The following exclusions apply to the Part II - PROPERTY section of your policy:

##### 1. Pollution or Contamination

We do not cover any loss, directly or indirectly, and regardless of any cause or event contributing concurrently or in any sequence to the loss, caused by the discharge, dispersal, seepage, migration or release or escape of pollutants. Nor do we cover the cost to extract pollutants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water. A "pollutant" is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and "waste". A "contaminant" is an impurity resulting from the mixture of or contact with a foreign substance. "Waste" includes materials to be disposed of, recycled, reconditioned or reclaimed.

##### 2. Gradual or Sudden Loss

We do not cover any loss caused by gradual deterioration, wet or dry rot, warping, smog, rust, or other corrosion. In addition, we do not cover any loss caused by inherent vice, wear and tear, mechanical breakdown or latent defect. However, we do insure ensuing covered loss unless another exclusion applies.

##### 3. Fungi or Bacteria

We do not cover any loss caused by the presence, growth, proliferation, spread or any activity of **fungi** or bacteria including the cost to test for, monitor, clean up, move, remediate, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of **fungi** or bacteria.

This exclusion does not apply to:

- a. Coverage provided under PART II - PROPERTY. Additional Coverage. Ensuing **Fungi** Or Bacteria; or

- b. Ensuing covered loss unless another exclusion applies.
- 4. Loss by Rodents, Insects, Birds or Vermin

Rodents, insects, birds or vermin except loss to glass that is part of a building, storm door or window. However, we do insure ensuing covered loss unless another exclusion applies.

#### 5. Structural Movement

We do not cover any loss caused by bulging, expansion, shrinking or settling, including resultant cracking, of foundation, floors, walls, patios, pavements, ceilings or roofs. However, we do insure ensuing covered loss unless another exclusion applies.

#### 6. Surface and Ground Water Damage

We do not cover any loss caused by:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind; or
- b. Water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, side walk, driveway, foundation, swimming pool or other structure.

This exclusion does not apply to:

- a. **Contents** away from any **residence** or location you own or live at; or
- b. Ensuing covered loss unless another exclusion applies.

#### 7. Water or Ice Damage to Certain Other Permanent Structures

We do not cover loss to certain **other permanent structures** caused by freezing, thawing, or the pressure or weight of water or ice, whether driven by wind or not. However, we do insure ensuing covered loss unless another exclusion applies. The **other permanent structures** to which this exclusion applies are swimming pools, fences, tennis courts, hot tubs, patios, pavements, foundations, septic systems, retaining walls, wharves, docks, piers, bridges or bulkheads.

#### 8. Faulty, Inadequate or Defective Planning

We do not cover any loss caused by faulty, inadequate or defective:

- a. Planning, zoning, development, surveying, siting;
- b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- c. Materials used in repair, construction, renovation or remodeling; or
- d. Maintenance;

of part or all of any property whether on or off the **residence**. However, we do insure ensuing covered loss unless another exclusion applies.

#### 9. Earthquake

We do not cover any loss to your **house** or **other permanent structures** caused by earthquake. However, we do insure ensuing covered loss due to theft, fire, glass breakage or explosion unless another exclusion applies. This exclusion does not apply to **Catastrophic Ground Cover Collapse**.

#### 10. Earth Movement

We do not cover any loss to your **house** or **other permanent structures** caused by earth movement including volcanic eruptions, landslides, mudflows, and the sinking, rising, or shifting of land. We do insure ensuing covered loss due to theft, fire, glass breakage or explosion unless another exclusion applies. This exclusion does not apply to **Catastrophic Ground Cover Collapse**.

#### 11. Business Property

We do not cover any loss to **business** property. This exclusion does not apply to coverage provided under PART II - PROPERTY, Additional Coverage, **Business** Property.

#### 12. Motorized Land Vehicles

We do not cover any loss to motorized land vehicles including their equipment and accessories or any electronic devices designed to be operated solely by power from the electrical system of that vehicle. However, we do cover vehicles not subject to motor vehicle registration which are:

- a. Used to service any **residence** you own or live at;
- b. Designed to assist the handicapped; or
- c. Designed for recreational use off public roads.

#### 13. Renovations and Repairs

We do not cover loss caused by renovating, refinishing or repairing any kind of **contents**. This exclusion does not apply to jewelry, watches, and furs.

#### 14. Watercraft Accidents

We do not cover any loss caused by the stranding, swamping or sinking of a **watercraft** or its trailer, or outboard motor. We also do not cover any loss caused by collision of a **watercraft** other than collision with a land vehicle unless another exclusion applies.

#### 15. Tenant Property

We do not cover any loss to property of

roomers, boarders, or other tenants.

#### 16. Temperature or Dampness

We do not cover any loss caused by extremes of temperature, dampness or dryness of atmosphere, or water vapor to **house, other permanent structures or contents.**

This exclusion does not apply to:

- a. Loss caused directly by rain, sleet, snow or hail; or
- b. Coverage provided under PART II - PROPERTY, Additional Coverage, Food Spoilage.

#### 17. Aircraft

We do not cover any loss to **aircraft** or **aircraft** parts.

#### 18. Confiscation

We do not cover any loss caused by the destruction, confiscation or seizure by any government or public authority.

#### 19. Acts of War

We do not cover any direct loss or ensuing loss to property caused by any kind of warlike action. War includes undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

#### 20. Loss to Fish, Birds or Animals

We do not cover any loss to fish, birds or animals.

#### 21. Intentional Acts

We do not cover any loss caused by any act, whose consequences could have been foreseen by a reasonable person, committed:

- a. By or at the direction of you, your spouse or a **family member**; and
- b. With the intent to cause loss or damage.

#### 22. Dishonest Acts

We do not cover any loss caused by any dishonest or criminal act by, or at the direction of, you or any **family member**.

#### 23. Nuclear Hazard

We do not cover any loss caused directly or indirectly by "nuclear hazard". Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. However, ensuing covered loss due to fire resulting from a nuclear hazard is covered unless another exclusion applies.

#### 24. Back Up of Sewers or Drains

We do not cover any loss due to a back up or overflow of a sewer or drain including any loss that contributes to any event. This exclusion does not apply to coverage provided under PART II - PROPERTY, Additional Coverage, Back Up of Sewers and Drains.

#### 25. Contents Under Another Policy

We do not cover any loss to **contents** that are insured under a private collections policy, valuable articles or similar policy not issued by us or one of our affiliated companies.

#### 26. Uninsured Owned Location

We do not cover any loss caused directly or indirectly by wind to **contents** located at an owned house, condominium, or cooperative that does not have **contents** coverage listed on the Declarations Page of this policy or any other policy issued by us or one of our affiliated companies. This exclusion only pertains to contents which are normally kept at the uninsured owned location.

**Contents** at a newly acquired location are not subject to this exclusion for sixty (60) days after you begin to move **contents** there.

### PART III - LIABILITY

#### A. Insuring Agreement

We will pay **damages** an **insured person** is legally obligated to pay for **personal injury** or **property damage** caused by an **occurrence** covered by this policy anywhere in the world, unless stated otherwise or an exclusion applies.

#### B. Payment of a Loss

The most we will pay for all claims for **personal injury** and **property damage** as a result of any one **occurrence** is the Liability coverage limit shown on the Declarations Page of this policy. This insurance applies separately to each **insured person** against whom a claim is made or suit is brought, but we will not pay more than the limit shown on the Declarations Page for any single **occurrence** regardless of the number of **insured persons**, claims made or persons injured. There is no restriction to the number of **occurrences** during the Policy Period for which claims may be made.

Payments under provision **C., Defense Coverage and Claim Expense**, except a settlement payment, are in addition to the Liability coverage limit in the policy shown on the Declarations Page.

#### C. Defense Coverage and Claim Expense

We will pay the costs to defend an **insured person** against any suit seeking covered dam-

ages for personal injury or property damage, even if the suit is false, fraudulent or groundless. You may choose counsel from a panel of firms selected by us. If a panel counsel is not established in the jurisdiction where the suit is brought, we reserve the right to select counsel.

We may investigate and settle any claim or suit at our discretion.

Additionally, we will pay:

1. All court costs and expenses on judgments assessed against any **insured person**;
2. Reasonable expenses incurred by an **insured person** at our request up to a total of \$10,000 for assisting us in the investigation or defense of a claim or suit;
3. The cost of bail bonds required of an **insured person** because of a covered loss;
4. All premiums on bonds required in a suit we defend, but not for bond amounts more than the coverage amount (we need not apply for or furnish any bond);
5. All expenses incurred by us;
6. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court, that part of the judgment which does not exceed the amount of coverage; and
7. All prejudgment interest awarded against an **insured person** on that part of the judgment we pay or offer to pay. We will not pay any prejudgment interest based on that period of time after we make an offer to pay the amount of coverage.

In jurisdictions where we are prevented from defending an **insured person** for a covered loss because of laws or other reasons, we will pay any expenses incurred with our prior written consent for the **insured person's** defense.

Our duty to defend any claim or suit arising out of a single **occurrence** ends when the amount we have paid in **damages** for that **occurrence** equals the Liability coverage limit shown on the Declarations Page of this policy.

#### D. Additional Coverages

##### 1. Damaged Property

If an **insured person** destroys or damages other people's property we will pay the replacement cost for that property up to \$10,000 per **occurrence**.

##### 2. Credit Cards, Forgery, and Counterfeiting

We will pay up to a total of \$10,000 for:

- a. Any amount an **insured person** is legally obligated to pay resulting from:
  - i. Theft or loss of a bankcard or credit card issued in the name of you or a

**family member**; or

- ii. Loss caused by forgery or alteration of any check or negotiable instrument.

A loss will not be covered unless all the terms for using the card, check or negotiable instrument, are complied with.

- b. Loss caused by accepting in good faith any counterfeit paper currency.

At our option we may defend a claim or suit against you or a **family member** for forgery or counterfeiting. We will defend a claim or suit against you or a **family member** for loss or theft of a bankcard or credit card.

#### 3. Medical Payments to Others

Regardless of liability, we will pay the necessary **medical expenses** that are incurred or medically ascertained within three (3) years from the date of an accident causing **bodily injury** up to a total of \$10,000 for each person. This coverage does not apply to you or a **family member** and only applies to an accident that:

- a. Occurs to a person, at a **residence** with liability coverage listed on the Declarations Page, with permission from you or a **family member** to be there;
- b. Arises from a condition at a **residence**, or at the steps, driveways or sidewalks immediately adjoining a **residence**, listed on the Declarations Page with liability coverage.
- c. Is caused by an animal owned by or in the care of an **insured person**; or
- d. Is caused by an **insured person** or a **residence employee** in the course of his or her employment by an **insured person**.

#### 4. Limited **Residence Premises Business Liability**

We cover **personal injury or property damage** arising out of the physical condition of a **residence** shown on the Declarations Page when **business** or professional activities are legally conducted by any **insured person** at that **residence**. The most we will pay for any covered loss is the Liability coverage limit shown on the Declarations Page. Coverage is subject to the following:

- a. You do not have any employees conducting **business** activities at your **residence** who are subject to workers' compensation or other similar disability laws;
- b. You are not a home day care provider; and
- c. There is no other valid collectible insurance.

## E. Exclusions

This policy does not provide coverage for liability, defense costs or any other cost or expense for:

### 1. Motorized Land Vehicles

**Personal injury or property damage** arising out of the ownership, maintenance, use, loading or unloading of any motorized land vehicle. This exclusion does not apply to **recreational motor vehicles** except when they are used for participation in or practice for competitive racing.

### 2. Aircraft

**Personal injury or property damage** arising out of the ownership, maintenance, use, loading, unloading, or towing of any **aircraft**.

### 3. Watercraft

**Personal injury or property damage** arising out of the ownership, maintenance, use, operation, loading or unloading of any **watercraft**:

- a. That is twenty-six (26) feet or more in length or fifty (50) or more horsepower and which is owned by an **insured person** or furnished or rented to an **insured person** for longer than thirty (30) days;
- b. Used for any **business** or commercial purpose; or
- c. Used for participation in or practice for competitive racing (except sailboats less than twenty-six (26) feet in length).

### 4. Workers' Compensation or Disability

Any **damages** or benefits an **insured person** is legally obligated to provide under any workers' compensation, disability benefits, Jones Act or General Maritime Law, unemployment compensation, occupational disease or similar law. However, we do provide coverage in excess over any other insurance for **damages** a **covered person** is legally obligated to pay for **bodily injury** to a **residence employee** of a location listed on the Declarations Page which are not compensable under workers compensation, unless another exclusion applies.

### 5. Directors Errors or Omissions

**Personal injury or property damage** arising out of any **insured person's** acts, errors or omissions as an officer or member of the board of directors of any corporation or organization. This exclusion does not apply to **personal injury or property damage** arising out of an insured person's actions for a non-profit corporation or organization or for a Condominium or Cooperative Association unless another exclusion applies.

### 6. Care, Custody or Control

**Property Damage** to property owned by, rented to, occupied or used by, or in the care, custody or control of an **insured person** to the extent that the **insured person** is required by contract to provide insurance. This exclusion does not apply to **property damage** caused by fire, smoke, or explosion.

### 7. Insured Person

**Personal injury** to an **insured person** under this policy.

### 8. Discrimination

**Personal injury** arising out of actual, alleged or threatened discrimination or harassment due to age, race, national origin, color, sex, creed, handicapped status, sexual preference or any other discrimination.

### 9. Sexual Molestation or Corporal Punishment

**Personal injury** arising out of any actual alleged or threatened by any person:

- a. Sexual molestation, misconduct or harassment;
- b. Corporal punishment; or
- c. Sexual, physical or mental abuse.

### 10. Transmitted Diseases

**Personal injury** resulting directly or indirectly from any illness, sickness or disease transmitted intentionally or unintentionally by an **insured person** to anyone. We do not cover any **damages** for any threat of exposure or any consequences resulting from that illness, sickness, or disease.

### 11. Business Pursuits

**Personal injury or property damage** arising out of an **insured person's** **business** property or **business** pursuits, investment activity or any activity intended to realize a profit for either an **insured person** or others. However, this exclusion does not apply to:

- a. Volunteer work for an organized charitable, religious or community group;
- b. **Incidental business** activity; or
- c. Limited **Residence Premises Business** Liability Coverage.

### 12. Professional Services

**Personal injury or property damage** arising out of an **insured person's** performing or failure to perform professional services for which any **insured person** is legally responsible or licensed.

### 13. War

**Bodily injury or property damage** caused directly or indirectly by war, including the following and any consequence of the following:

- a. Undeclared war, civil war, insurrection, rebellion, or revolution;
  - b. Warlike acts by a military force or military personnel; or
  - c. The destruction, seizure or use of property for a military purpose.
- Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

#### **14. Assessments**

Any assessment charged against an **insured person** as a member of an association, corporation or community of property owners.

#### **15. Contractual**

**Personal injury or property damage** arising from contracts or agreements, whether written or unwritten:

- a. Made in connection with any **insured person's business**; or
- b. In which the liability of others is assumed after a covered loss.

#### **16. Nuclear Hazard**

**Personal injury or property damage** caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination.

#### **17. Intentional Acts**

**Personal injury or property damage** resulting from any criminal, willful, intentional or malicious act or omission by any person. We also will not cover claims for acts or omissions of any person which are intended to result in, or would be expected by a reasonable person to cause, **property damage or personal injury**. This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person, than expected or intended. This exclusion does not apply to **bodily injury** if the **insured person** acted with reasonable force to protect any person or property.

#### **18. Wrongful Termination**

**Personal injury** arising out of wrongful termination of employment.

#### **19. Controlled Substance(s)**

**Personal injury or property damage** arising out of the use, sale, manufacture, delivery or transfer or possession of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. This exclusion does not apply to the legitimate use of prescription drugs of a person following the orders of a licensed physician.

### **PART IV - CONDITIONS**

#### **A. Your Duties**

1. Your duty is to notify your agent or broker of a change in occupancy.
2. Your duty is to notify your agent or broker at the beginning of any renovation or construction work and throughout the work to maintain an appropriate amount of coverage and confirm that appropriate protective safeguards are in place as determined by us.

#### **B. Your Duties After a Loss**

In the event of an **occurrence** which is likely to involve this policy, or if you or any other **insured person** under this policy is sued in connection with an **occurrence** which may be covered under this policy, you or an **insured person** must:

1. Give prompt notice to us or your agent or broker.
2. Notify the police in case of loss by theft.
3. Notify the credit card or fund transfer card company in case of loss under credit card or fund transfer card coverage.
4. Protect the property from further damage. If repairs to the property are required, you must:
  - a. Make reasonable and necessary repairs to protect the property; and
  - b. Keep an accurate record of all repair expenses.
5. Provide us with bills, receipts and related documents.
6. As often as we reasonably require:
  - a. Show the damaged property;
  - b. Provide us with records and documents we request; and
  - c. Submit to separate examination under oath.
7. Send to us within sixty (60) days of our request, your signed sworn proof of loss which sets forth, to the best of your knowledge:
  - a. The time and cause of loss;
  - b. The interest of all others in the property;
  - c. Other insurance which may cover the loss; and
  - d. The dollar amount being claimed as your loss.
8. Provide us with the names and addresses of any known persons injured and any available witnesses.
9. Provide us with any suit papers and other documents which will help us defend any **insured person**.
10. Assist and cooperate with us in the conduct of the defense by helping us:

- a. To make settlement;
- b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an **insured person**;
- c. To attend hearings and trials; and
- d. To secure and give evidence and obtain the attendance of witnesses.

#### C. Policy Period and Territory

The Policy Period is stated on the Declarations Page. This policy applies to an **occurrence** which takes place anywhere in the world unless otherwise limited by the policy.

#### D. Recovery

If the **insured person** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **insured person** must do nothing after loss to impair such rights of recovery. At our request, the **insured person** will bring suit or transfer those rights to us and help us enforce them.

#### E. Assignment

No one covered under this policy may assign or turn over any right or interest in regard to the policy without our written consent.

#### F. Changes

No change or modification of this policy shall be effective except when made by written endorsement signed by our legal representative.

#### G. Concealment or Fraud

The entire policy will be void if, whether before or after a loss, you or an **insured person** have:

1. Intentionally concealed or misrepresented any material fact or circumstance;
  2. Engaged in fraudulent conduct; or
  3. Made false statements;
- relating to this insurance.

#### H. Reasonable Care

You must use reasonable care to maintain heat in your **residence** or shut off and drain the water system or appliances if the home is vacant, unoccupied or being constructed. We do not cover any loss caused by water freezing in a plumbing, heating, or air conditioning system or household appliance if reasonable care has not been exercised.

#### I. Conformity to Statutes

Any provision of this policy, which is in conflict with state or local law, is amended to conform to the law.

#### J. Liberalization

If we broaden the coverages provided by your policy without an additional premium charge, the changes will automatically apply to your

policy as of the effective date on which the changes are adopted in your state.

#### K. Bankruptcy or Death

The **insured person's** bankruptcy or insolvency shall not relieve us of any of our obligations. Further, if the **insured person** dies or becomes bankrupt or insolvent during the Policy Period, this policy, unless cancelled, will cover the **insured person's** legal representative for the remainder of the Policy Period.

#### L. Legal Action Against Us

No action shall be brought against us unless the **insured person** has complied with this policy's provisions, nor until final judgment or agreement has set the amount on the **insured person's** legal obligation with us. You also agree to bring any action against us within five (5) years after a loss occurs, but not until thirty (30) days after proof of loss has been filed and the amount of loss has been determined. No one has the right to join us in any action against any **insured person**.

#### M. Mediation or Appraisals

If you and we fail to agree on the amount of loss, either may:

- a. Demand a mediation of the loss in accordance with the rules established by the Florida Insurance Department. The loss amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the loss settlement amount we offer and the loss settlement amount that you request. The settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement and, you have not rescinded the settlement within three (3) business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided to you.

We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the mediator's fee for the rescheduled conference. However, if we fail to appear at a mediation conference, we will pay your actual cash expenses you incur in attending the conference and also pay the mediator's fee for the rescheduled conference.

- b. Demand an appraisal of the loss. In this event, each party will choose a competent appraiser within twenty (20) days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within fifteen (15) days, you or we may request that the choice be made by a judge of a court of record in the state where the

"residence premises" is located. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If, however, we demanded the mediation and either party rejects the mediation results, you are not required to submit to or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.

#### N. Other Insurance

If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

#### O. Mortgage Clause

The word mortgagee includes trustee. If a mortgagee is named in this policy, any covered loss will be paid to you and the mortgagee as interests appear. If there is more than one mortgagee named in this policy, the order of payment will be identical to the order of precedence.

If your claim is denied, the denial will not apply to a valid claim submitted by the mortgagee if they:

1. Notify us of any change in ownership or substantial change in risk of which they are aware;
2. Pay any premium due on this policy or on demand if you have neglected to pay the premium; and
3. Submit a sworn statement of loss within sixty (60) days after receiving notice from us of your failure to do so.

If your policy is cancelled or not renewed by us, the mortgagee will be notified in writing at least ten (10) days before the cancellation or nonrenewal takes effect.

If we deny payment to you but pay the mortgagee:

1. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
2. At our option, we may pay the mortgagee the entire principal on the mortgage plus any accrued interest. In this event we will receive a full assignment and transfer of the mortgage and all securities held as

collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee to recover the full amount under the mortgagee's claim.

If we cancel your policy due to the lender's failure to pay the premium when due, the policy shall be reinstated.

#### P. Your Cancellation

You may cancel this policy or any part of it at any time by notifying us in writing of the future date that the cancellation is to take effect.

#### Q. Our Cancellation

We may cancel this policy subject to the following provisions:

1. When this policy has been in effect for ninety (90) days or less:
  - a. We may cancel immediately with no written notice if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.
  - b. We may cancel with twenty (20) days notice for any reason, except we may not cancel:
    - i. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the **insured person** has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the covered property; or
    - ii. On the basis of filing of claims for partial loss caused by **sinkhole activity** or clay shrinkage, the total of such property claim payments for this policy exceeds the current policy limits of coverage for **property damage**; or
    - iii. You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
2. When this policy has been in effect for more than ninety (90) days, we may cancel with one hundred (100) days notice:
  - a. If there has been a material misstatement;
  - b. If the risk has changed substantially since the policy was issued;
  - c. In the event of failure to comply with underwriting requirements established by us within ninety (90) days of the effective date of coverage;
  - d. If the cancellation is for all **insured persons** under policies of this type for a given class of **insured person(s)**;

- e. On the basis of property insurance claims that are the result of an Act of God, if we can demonstrate, by claims frequency or otherwise, that the **insured person** has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the covered property; or
- f. On the basis of a single claim which is the result of water damage if we can demonstrate, by claims frequency or otherwise, that the **insured person** has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the covered property, or
- g. On the basis of filing of claims for partial loss caused by **sinkhole activity** or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole claim or on the basis of the risk associated with the **occurrence** of such a claim, if:
  - i. The total of such property claim payments for this policy exceeds the current policy limits of coverage for property damage; or
  - ii. You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

### 3. Nonpayment of Premium

If you fail to pay the premium by the date it is due we may cancel this policy with ten (10) days notice, whether the premium is due to us, to our agent, or under any finance or credit plan.

### 4. State of Emergency

If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the **residence** has been damaged as a result of a **hurricane** or wind loss that is the subject of the declared emergency;

We may cancel this policy subject to the following reasons, (with respect to the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the **house** or **other permanent structures** or the **contents** located at a **residence**), by letting you know in writing of the date cancellation takes effect:

- a. We may cancel this policy with 10 days notice if you fail to pay the premium by the date it is due, whether the premium is due to us, to our agent, or under any finance or credit plan;
- b. We may cancel this policy with 45 days notice if:

- i. There has been a material misstatement or fraud related to the claim;
- ii. We determine that you have unreasonably caused a delay in the repair of the **house** or **other permanent structures** or the **contents**; or
- iii. The claim has exceeded its applicable limits,

If the date of cancellation becomes effective during a **hurricane**, the date of cancellation will not become effective until the end of the **hurricane**.

### 5. Between June 1 and November 30

We will provide the following notice:

- (a) If the date of cancellation becomes effective on or after December 1 and before June 1, we will let you know at least 100 days before the date cancellation takes effect; or
- (b) If the date of cancellation becomes effective on or after June 1 and before December 1, we will let you know:
  - (i) At least 100 days before the date cancellation takes effect; or
  - (ii) By June 1;

whichever is earlier.

To cancel this policy we must notify you in writing. This notice will be mailed to you at the last mailing address shown on the Declarations Page. This notice will include the date the cancellation is to take effect and the reason for the cancellation. Proof of mailing will be sufficient proof of notice.

If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within 15 days after the date of cancellation takes effect. The unearned premium will be computed pro rata for the unexpired term of the policy.

### R. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you or mailing to you at your mailing address shown on the Declarations Page, written notice, together with the specific reasons for non-renewal, at least ninety (90) days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

However, we will not non-renew this policy:

- a. On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the **insured person** has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the covered property; or
- b. On the basis of a single claim which is the result of water damage unless we can

- demonstrate, by claims frequency or otherwise, that the **insured person** has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the covered property, or
- c. On the basis of filing of claims for partial loss caused by **sinkhole activity** or clay shrinkage, regardless of whether this policy has been the subject of a sinkhole claim or on the basis of the **occurrence** of such a claim. However, we may elect not to renew this policy if:
- i. The total of such property claim payments for this policy exceeds the current policy limits of coverage for property damage; or
  - ii. You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.

#### State of Emergency

If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the **residence** has been damaged as a result of a **hurricane** or wind loss that is the subject of the declared emergency;

During the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the **house or other permanent structures** or the **contents** located at a **residence**, we may elect not to renew this policy only if:

- a. You fail to pay the premium by the date it is due, whether the premium is due to us, to our agent, or under any finance or credit plan;
- b. There has been a material misstatement or fraud related to the claim;
- c. We determine that you have unreasonably caused a delay in the repair of the **house or other permanent structures** or the **contents**; or
- d. The claim has exceeded its applicable limits.

Between June 1 and November 30

We will provide the following notice:

- (a) If the date of cancellation becomes effective on or after December 1 and before June 1, we will let you know at least 100 days before the date cancellation takes effect; or
- (b) If the date of cancellation becomes effective on or after June 1 and before December 1, we will let you know:
  - (i) At least 100 days before the date cancellation takes effect; or
  - (ii) By June 1;whichever is earlier.

We may do so by delivering to you or mailing to you at your mailing address shown on the Declarations Page, written notice, together with the specific reasons for non-renewal, at least forty five (45) days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

If the date of nonrenewal becomes effective during a **hurricane**, the date of non-renewal will not become effective until the end of the **hurricane** and we shall be entitled to collect additional premium for the period the policy remains in effect.

#### S. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable upon the earlier of the following:

1. 20 days after we receive your proof of loss and reach written agreement with you; or
2. 60 days after we receive your proof of loss and:
  - a. There is an entry of a final judgment; or
  - b. There is a filing of an appraisal award or a mediation settlement with us; or
3. If payment is not paid or denied within 90 days after we receive notice of claim. However, this provision (**S.3.**) does not apply if factors beyond our control reasonably prevent such payment.

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In witness whereof, we have caused this policy to be executed and attested, and if required by state law this policy shall not be valid unless countersigned by our authorized representative.

American Home Assurance Company



Secretary



President

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## CONDOMINIUM OTHER INSURANCE CLAUSE - FLORIDA

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

It is agreed and understood that **PART IV – CONDITIONS**, item **N**. Other Insurance is deleted in its entirety and replaced with the following:

### **N. Other Insurance**

If a loss covered by this policy is also covered by other insurance, the insurance provided under this policy is excess over any other collectible insurance.

Endorsement to Policy # : PCG 0002409017

Endorsement Effective Date: 09/22/16

Policy Period:09/22/2016 - 09/22/2017

## **MANUSCRIPT ENDORSEMENT**

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

### **Name of Insured and Mailing Address**

Joel Newman  
Edith Newman  
1160 NW 163 Drive  
Miami, FL 33169

### **Agency Name, Address, Phone # & Code**

Affluent Ins Program-Boca  
500 W. Brown Deer Road  
Suite 101  
Milwaukee, WI 53217-1627

(877) 275-2335 0053623

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### **Manuscript Coverage**

### **INSURED PERSON ENDORSEMENT**

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

PART I - DEFINITIONS, is amended to include the following;

The following entity is included as an Insured Person with respects to your house and other permanent structures located at the following address:

Name of Entity:  
Turnberry on the Green

Residence Address:  
19501 West Country Club Drive  
Unit 1210  
Miami, FL 33180

Furthermore, if the Insured Person is a limited liability corporation, the members and managers of the limited liability corporation are also Insured Person(s). If the Insured Person is a trust, the trustees are also Insured

Person(s).

PART III - LIABILITY, section A. Insuring Agreement is amended to include the following;

Additionally, we will pay damages an Insured Person is legally obligated to pay for personal injury and property damage caused by an occurrence covered by this policy unless stated otherwise or an exclusion applies. Coverage for the Insured Person listed above only applies to an occurrence arising out of the ownership of the named residence listed on this InsuredPerson Endorsement.

## **AIG Property Casualty U.S. Privacy and Data Security Notice**

### **About This Notice**

This Privacy and Data Security Notice applies only to your Personal Information (see definition below) obtained by one of the property-casualty insurance company subsidiaries or affiliates of American International Group, Inc. listed at the end of this notice (collectively, the "AIG Companies" or "we") in connection with the products or services one of those companies provided primarily for your personal, family, or household purposes in connection with which you are receiving this notice.

The AIG Companies have established practices, procedures and system protections that are designed to help protect the privacy and security of Personal Information that we collect in the course of conducting our business. This notice outlines how we collect, handle, and disclose Personal Information about you.

The term "Personal Information," as used in this Privacy and Data Security Notice, means information that identifies you personally. Examples of Personal Information include, but are not limited to, a first and last name, a home or other physical address, an email address, a financial account or credit card number, a driver's license number, and information on your physical condition or health status.

### **I. Information Privacy**

We may collect Personal Information from applications, enrollment forms, in claims processing, or in your other interactions with us and with our Affiliates. We may also collect Personal Information from credit reporting agencies and other third parties in connection with the sale of our products to you.

We will collect Personal Information only in accordance with applicable laws or regulations, whether we collect it in response to your request for a product or service from us or otherwise.

### **Information Sharing**

We may share your Personal Information with Affiliates and Non-Affiliates as described below.

#### **With our Affiliates:**

Our Affiliates may include other insurance companies, insurance holding companies, insurance agents and agencies, claims administrators, marketing companies, e-commerce service providers, and companies providing administrative services.

We may share your Personal Information, including Personal Information of a health nature, with our Affiliates that assist us in servicing your insurance policies. Examples are administration (billing and collections), risk management, underwriting, and claims handling. We may also share your Personal Information with our Affiliates for the purpose of detecting and preventing fraud, as directed or authorized by you, or as otherwise permitted or required by law.

#### **With Non-Affiliates:**

We may share your Personal Information, including Personal Information of a health nature, with Non-Affiliates that assist us in servicing your insurance policies. Examples are administration (billing and collections), risk management, underwriting, and claims handling. We may also share your Personal Information with Non-Affiliates for the purpose of detecting and preventing fraud, as directed or authorized by you, or as otherwise permitted or required by law.

We may also enter into joint marketing agreements with Non-Affiliates to share your non-health Personal Information as permitted by law. These Non-Affiliates may include providers of financial products or services such as insurance companies, financial institutions, and securities firms.

Because we do not share Personal Information with either Affiliates or Non-Affiliates in any other way, there is no need for an opt-out process in our privacy procedures.

**For California and Vermont Residents:** If it becomes necessary to share your Personal Information with Non-Affiliates other than as specifically allowed by law, we will not do so without first obtaining your permission.

## **II. Data Security**

To help prevent unwarranted disclosure of your Personal Information and secure it from theft, we utilize secure computer networks. Access is restricted to those persons who have a business need to use your Personal Information to provide products or services to you. We also maintain physical, electronic, and procedural safeguards designed to protect your Personal Information in compliance with federal and state privacy and information security laws. Non-Affiliates that assist us in servicing insurance policies or who enter into joint marketing agreements with us are required to take measures to maintain the security of your Personal Information in compliance with federal and state privacy and information security laws.

## **III. Maintaining Personal Information**

We also maintain procedures to ensure that the Personal Information we collect is accurate, up-to-date, and as complete as possible. If you believe the information we have about you in our records or files is incomplete or inaccurate, you may request that we make additions or corrections, or if it is feasible, that we delete this information from our files. You may make this request in writing to (include your name, address and policy number):

Chief Privacy Officer  
AIG Property Casualty  
175 Water Street 15th Floor New York, NY 10038  
Fax: 212 458-7081  
E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)

**Special Notice:** You can obtain access to any non-public Personal Information we have about you if you properly identify yourself and submit a written request to the address above describing the information you want to review. We will also tell you the identity, if recorded, of persons to whom we have disclosed your non-public Personal Information within the preceding two years.

You may request that we correct, amend or delete information about you. If we do so, we will notify organizations that provided us with that information and, at your request, persons who received that information from us within the preceding two years. If we cannot grant your request to correct, amend or delete the information, you may give us a written statement of the reasons you disagree, which we will place in your file and give to the same parties who would have been notified of the requested change.

## **Our Customers Can Depend on Us**

We are committed to maintaining our trusted relationship with our Customers. We consider it our privilege to serve our Customers' insurance and financial needs and we value the trust they have placed in us. Our Customers' privacy is a top priority. We will continue to monitor our practices in order to protect that privacy and will comply with state privacy laws that require more restrictive practices than those set out in this notice.

## **Important Information Concerning the Applicability and Future Changes to this Privacy and Data Security Notice**

We may change this Privacy and Data Security Notice from time to time, and if particular changes are required by law to be communicated to you, we will do so.

The AIG Companies include: American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; American International Life Assurance Company of New York; and American General Life Insurance Company of Delaware.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ECONOMIC SANCTIONS ENDORSEMENT**

The following is added to the policy to which it is attached:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

**ADDITIONS AND ALTERATIONS  
EXTENDED REPLACEMENT COST**

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location:

19501 West Country Club Drive                    Unit 1210  
Miami, FL 33180

It is agreed and understood that PART II - PROPERTY, B. Payment of a Loss, Amount of Coverage for Your **Contents**, is deleted and replaced by the following:

**2. Amount of Coverage for Your **Contents****

The coverage amount for your **contents** for each covered **residence** is listed on your Declarations Page. The amount we will pay for a covered loss will depend on where the covered loss occurs:

At a **Residence**:

- a. If a loss occurs to **contents** located at a **residence** with **contents** coverage:
  - i. Listed on Declarations Page of this policy:

We will pay up to 150% of the coverage limit for **contents** for that location, for each **occurrence**; or
  - ii. Under another Homeowners policy in force with us:

We will not pay any amount under this policy.
- b. If a loss occurs to **contents** located at a **residence** that does not have **contents** coverage or at a **house**, condominium, cooperative or rental unit owned or rented by the **insured person** not listed on the Declarations Page of this policy or any other policy issued by us or one of our affiliated companies:

We will pay up to 10% of the highest coverage limit for **contents** of any single location listed in this policy, for each **occurrence**. Payment will be made based on the single location and will not be made under more than one policy issued by us or one of our affiliated companies.

However, **contents** at a newly acquired **residence** are not subject to this limitation for sixty (60) days after you begin to move property there.

Away from a **Residence**:

- c. If a loss occurs to **contents** located away from any **residence** or location you own or live at:

We will pay up to the highest coverage limit for **contents** listed for any single location listed in this policy, for each **occurrence**. Payment will be made based on the single location and will not be made under more than one policy issued by us or one of our affiliated companies.

The most we will pay for a covered loss is 150% of the coverage limit for **contents** shown on the Declarations Page subject to the following:

We will pay the **reconstruction cost** of your additions and alterations. You must repair or rebuild your Condominium or Cooperative unit at the same location. If not, the maximum payable is the **contents** coverage limit shown for that location on the Declarations Page.

If at any time during any period of coverage under this policy, you are living outside of your **residence** due to construction or renovation of the additions and alterations of your **residence**, the most we will pay in settlement of a covered loss is the lesser of the **reconstruction cost** less depreciation or the **contents** coverage limit shown on the Declarations Page.

We may change the amount of coverage shown on the Declarations Page when the policy renews or when appraisals are conducted to reflect current costs and values.

For the purposes of this endorsement, additions and alterations means the building additions, alterations, fixtures, improvements, installations or items of real property that you paid for or acquired at your expense along with the **residence**. The property must be your insurance responsibility under the governing rules of the Condominium or Cooperative association. This includes breakage of glass or safety glazing material in the building, or a storm door or window.

**DEDUCTIBLE WAIVER FOR LARGE LOSSES**

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):

355 South Ocean Blvd  
Golden Beach, FL 33160

It is agreed and understood that for the premium charged Part II - PROPERTY. B. Payment of a Loss, Deductible is deleted and replaced with the following:

Deductible

The deductible shown on the Declarations Page is the amount of a covered loss you will pay for each **occurrence**. The deductible does not apply to a covered loss of more than \$50,000. This waiver of deductible does not apply to:

1. Special deductibles for wind, hurricane, hail or earthquake; or
2. Separate coverage deductibles contained within the Equipment Breakdown or Fraud Safe-guard endorsements.

## **IMPORTANT NOTICE REGARDING YOUR HOMEOWNERS POLICY**

As respects the following location(s):

YOUR HOMEOWNERS INSURANCE POLICY DOES NOT PROVIDE COVERAGE FOR PROPERTY DAMAGE CAUSED BY **FLOOD**.

**Flood** means:

1. A general and temporary condition of partial or complete inundation of normally dry land area from:
    - a. Overflow of inland or tidal waters;
    - b. Unusual and rapid accumulation or runoff of surface waters from any source; or
    - c. **Mudflow.** **Mudflow** means a river of liquid and flowing mud occurring on level or near-level surfaces of normally dry land areas that have not been affected by **landslide**, as when earth is carried by a current of water. Other earth movements, such as **landslide**, slope failure, or a saturated soil mass moving by liquidity down a slope, are not **mudflows**. **Landslide** means the rapid movement of a mass of soil downslope along a curved or planar failure surface, without deformation of the soil structure.
  2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a **flood** as defined in 1.a. above.

If you are interested in purchasing **Flood** Coverage on the residence(s) listed above, your agent or broker can facilitate this purchase on your behalf. For further information, please contact your agent or broker.

## **IMPORTANT NOTICE REGARDING YOUR HOMEOWNERS POLICY**

As respects the following location(s):

19501 West Country Club Drive  
Miami, FL 33180

YOUR HOMEOWNERS INSURANCE POLICY DOES NOT PROVIDE COVERAGE FOR PROPERTY DAMAGE CAUSED BY **FLOOD** .

**Flood** means:

1. A general and temporary condition of partial or complete inundation of normally dry land area from:
    - a. Overflow of inland or tidal waters;
    - b. Unusual and rapid accumulation or runoff of surface waters from any source; or
    - c. **Mudflow.** **Mudflow** means a river of liquid and flowing mud occurring on level or near-level surfaces of normally dry land areas that have not been affected by **landslide**, as when earth is carried by a current of water. Other earth movements, such as **landslide**, slope failure, or a saturated soil mass moving by liquidity down a slope, are not **mudflows**. **Landslide** means the rapid movement of a mass of soil downslope along a curved or planar failure surface, without deformation of the soil structure.
  2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a **flood** as defined in 1.a. above.

If you are interested in purchasing **Flood** Coverage on the residence(s) listed above, your agent or broker can facilitate this purchase on your behalf. For further information, please contact your agent or broker.

## **IMPORTANT NOTICE REGARDING YOUR HOMEOWNERS POLICY**

FLORIDA STATUTE INDICATES THAT "LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE FROM THE NATIONAL FLOOD INSURANCE PROGRAM. WITHOUT THIS COVERAGE, YOU MAY HAVE UNCOVERED LOSSES. PLEASE DISCUSS THESE COVERAGES WITH YOUR INSURANCE AGENT"

### **FLOOD COVERAGE**

YOUR HOMEOWNERS INSURANCE POLICY DOES NOT COVER PROPERTY DAMAGE FROM FLOODS\*. A SEPARATE POLICY OF FLOOD INSURANCE MAY BE AVAILABLE TO COVER FLOOD DAMAGE FOR AN ADDITIONAL PREMIUM FROM THE FEDERAL GOVERNMENT. TO OBTAIN FURTHER INFORMATION REGARDING THIS COVERAGE, PLEASE CALL THE NATIONAL FLOOD INSURANCE PROGRAM AT 1-800-611-6122.

\* FLOOD IS DEFINED AS A GENERAL AND TEMPORARY CONDITION OF PARTIAL OR COMPLETE COVER OF NORMALLY DRY LAND AREA FROM:

- THE OVERFLOW OF INLAND OR TIDAL WATERS;
- THE UNUSUAL AND RAPID ACCUMULATION OR RUNOFF OF SURFACE WATERS FROM ANY SOURCE;

- MUDSLIDES (MUDFLOWS) THAT ARE PROXIMATELY CAUSED BY FLOODING AND ARE AKN TO A RIVER OF LIQUID AND FLOWING MUD ON THE SURFACES OF NORMALLY DRY LAND AREAS, INCLUDING YOUR PREMISES, AS WHEN EARTH IS CARRIED BY A CURRENT OF WATER AND DEPOSITED ALONG THE PATH OF THE CURRENT.

### **REBUILDING TO CODE (LAW AND ORDINANCE) COVERAGE**

REBUILDING TO CODE (LAW AND ORDINANCE) COVERAGE PROVIDES EXTRA EXPENSES TO OBEY ANY LAW OR ORDINANCE THAT REGULATES THE REPAIR, REBUILDING OR DEMOLITION OF DAMAGED PROPERTY CAUSED BY A COVERED LOSS. YOUR POLICY PROVIDES A SUBLIMIT OF THIS COVERAGE. A HIGHER LIMIT IS AVAILABLE THAT YOU MAY WISH TO PURCHASE.

**PLEASE DISCUSS THESE COVERAGES WITH YOUR INSURANCE AGENT. WITHOUT THESE COVERAGES, YOU MAY HAVE UNCOVERED LOSSES.**

**NOTICE OF AVAILABILITY OF ADDITIONAL REBUILDING TO CODE  
(LAW AND ORDINANCE) COVERAGE  
FLORIDA**

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**THIS NOTICE OF AVAILABILITY PROVIDES YOU WITH THE OPTION TO PURCHASE ADDITIONAL REBUILDING TO CODE (LAW AND ORDINANCE) COVERAGE.**

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Rebuilding to code (law and ordinance) coverage is an important coverage that provides extra expenses to obey any law or ordinance that regulates the repair, rebuilding or demolition of damaged property caused by a covered loss.

Florida law requires that Homeowner policies offer additional coverage to meet applicable laws and ordinances limited to either 25% or 50% of the dwelling limit, as selected by the policyholder, and such coverage shall apply only to repairs of the damaged portion of the structure unless the total damage to the structure exceeds 50% of the replacement cost of the structure.

Your policy provides law and ordinance coverage of up to 30% of the amount of dwelling coverage shown on the Declarations Page. In order to comply with Florida law, this Notice of Availability provides you with the option to purchase an additional 20% of the amount of dwelling coverage shown on the Declarations Page.

Please note that this additional law and ordinance coverage option does not apply to tenant, condominium or cooperative policies.

To purchase such additional law and ordinance coverage, please contact your insurance agent. Please note that additional premium will be applied to your policy if you select this additional law and ordinance coverage.

## Fraud SafeGuard<sup>SM</sup> Coverage

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

### SCHEDULE

	Limit of Insurance	Deductible
Fraud, Embezzlement or Forgery	\$10,000 (each event) \$10,000 (each insured annual aggregate)	\$2,500
ATM Robbery	\$2,500 (each insured) \$2,500 (each insured annual aggregate)	No deductible applies
Stolen Identity Event	\$10,000 (each event) \$10,000 (each insured annual aggregate)	No deductible applies

It is agreed and understood that **PART I - DEFINITIONS** has been amended to include the following:

**Forgery** means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose. **Forgery** will result directly from **forgery** of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in money that are:

- a. Made or drawn by or drawn upon you or a **family member**; or
  - b. Made or drawn by one acting as your or a **family member's** agent;
- or that are purported to have been so made or drawn.

**Fraud or embezzlement** means:

- a. An electronic, telegraphic, cable, teletype, telefacsimile, telephone, computer, or magnetic tape instruction which purports to have been transmitted by you or a **family member**, but which was in fact fraudulently transmitted by someone else without your or a **family member's** knowledge or consent;
- b. A written instruction issued by you or a **family member**, which was forged or altered by someone other than you or a **family member** without your or a **family member's** knowledge or consent, or which purports to have been issued by you or a **family member** but was in fact fraudulently issued without your or a **family member's** knowledge or consent; or
- c. Any other intentional perversion of truth by someone other than you or a **family member** perpetrated in order to induce you or a **family member** to part with something of value.

**Fraud Safeguard event** means **fraud, embezzlement, or forgery, ATM robbery, or stolen identity event** as set forth in this endorsement.

**Money** means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders.

**Other property** means and is limited to jewelry, precious metals, antiques, fine art, ceramics, furs, collectibles, and gemstones.

**Restoration Services** means those services performed in response to a **stolen identity event**, and on your or a **family member's**, behalf after receipt of authorization from you or a **family member**, including but not limited to:

1. Providing you or a **family member** with a package of information which includes a description of the resolution process, educational articles, and guidance for avoiding future complications.
2. Notifying the three major credit bureaus and providing assistance with requesting that a fraud alert be placed on your or a **family member's** credit files and affected credit accounts.
3. Reviewing your or a **family member's** credit files with you or a **family member** to determine the accuracy of the file and potential areas of fraud.
4. Notifying as needed, your or a **family member's** affected creditors, financial institutions, credit card companies, utility providers, and merchants of the identity fraud.
5. Providing information to the Federal Trade Commission (FTC), and to other government agencies as appropriate.
6. When appropriate, providing assistance with obtaining and reviewing your Social Security Personal Earnings and Benefits Statement.
7. Creating and maintaining a case file to document the identity fraud.
8. When appropriate, providing other assistance we might reasonably be able to offer you or a **family member** on a case by case basis, as determined in our sole and absolute discretion.

We reserve the right to refuse or terminate the provision of restoration services where you or a **family member** are deemed to be committing fraud or other illegal acts, making untrue statements, or failing to perform your or the **family member's** portion of the recovery plan.

**Robbery** means the unlawful taking of property from the care and custody of a person, accomplished by means of force or fear.

**Securities** mean negotiable and non-negotiable instruments or contracts representing either **money** or property.

**Stolen identity event** means the illegal use of your or a **family member's** name, social security number, or other method of identity without permission.

It is agreed and understood that **PART III - LIABILITY** has been amended to include the following:

## **FRAUD SAFEGUARD**

### **Insuring Agreements**

#### **A. Fraud, Embezzlement or Forgery**

We will pay you or a **family member** for loss of **money, securities, or other property** up to the applicable Limits of Insurance shown in the schedule, resulting directly from **fraud, embezzlement, or forgery** perpetrated against you or a **family member** during the Policy Period. The loss must be discovered not later than ninety (90) days from the end of the Policy Period.

#### **B. ATM Robbery**

We will pay you or a **family member**, up to the applicable Limits of Insurance shown in the schedule, for loss of **money** resulting directly from a **robbery** that occurs within 100 feet from an Automatic Teller Machine (ATM), immediately after withdrawing such **monies** from the same ATM. This coverage does not apply to any other loss of money or valuables in your or a family member's possession resulting from the robbery.

### C. Stolen Identity Event

We will pay Costs and Legal Costs, as set forth below in Payment of Loss for a **stolen identity event**, up to the applicable Limits of Insurance shown in the schedule, including a **stolen identity event** occurring on or arising out of the use of the Internet. The **stolen identity event** must occur and be discovered during the Policy Period.

#### 1. Payment of Loss For A Stolen Identity Event

##### a. Costs

1. Costs incurred by you or a **family member** for re-filing applications for loans, grants, other credit or debt instruments that are rejected solely because the lender received from any source incorrect information as a result of a **stolen identity event**;
2. Costs for notarizing affidavits or other similar documents, long distance telephone calls, and postage reasonably incurred as a result of your or a **family member's** efforts to report a **stolen identity event** or amend or rectify records as to your or a **family member's** true name or identity as a result of a **stolen identity event**;
3. Costs incurred by you or a **family member** for a maximum of six (6) credit reports from an entity approved by us. The first credit report may not be requested until after the discovery of a **stolen identity event**;
4. Costs for contesting the accuracy or completeness of any information contained in a credit report following a **stolen identity event**;
5. Actual lost wages not to exceed \$10,000 that would have been earned in the United States, whether partial or whole days, for time reasonably and necessarily taken off work and away from your or a **family member's** work premises solely as a result of your or a **family member's** efforts to amend or rectify records as to your or a **family member's** true name or identity as a result of a **stolen identity event**. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days but not for sick days or any cost arising from time taken from self-employment. Coverage is limited to wages lost within twelve (12) months after your or a **family member's** discovery of a **stolen identity event** and is limited also to the applicable Aggregate Limits of Insurance shown in the schedule.

##### b. Legal Costs

Costs for reasonable fees for an attorney appointed by us and related court fees, incurred by you or a **family member** with our consent, for:

1. Any legal action brought against you or a **family member** by a creditor or collection agency or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of a **stolen identity event**;
2. Removing any civil judgment wrongfully entered against you or a **family member** as a result of a **stolen identity event**; and
3. Criminal defense for charges brought against you or a **family member** as a result of a **stolen identity event**.

#### 2. Additional Coverage - Stolen Identity Event

##### Restoration Services

We will provide you or a **family member** with **restoration services** after a **stolen identity event**. The **stolen identity event** must occur during the Policy Period. Restoration services expenses do not reduce the amount of limit available under Payment of a Loss for a **stolen identity event**.

##### Special Limits of Insurance

1. We will only pay the amount of loss in excess of any applicable Deductible, up to the applicable Limit of Insurance shown in the schedule for that coverage.

2. The most we will pay each **insured** for all loss resulting from **fraud, embezzlement, or forgery** is the Fraud, Embezzlement, or Forgery Each Insured Aggregate Limit shown in the schedule.
3. The most we will pay each insured for all loss resulting from a **stolen identity event** is the Stolen Identity Each Insured Aggregate Limit shown in the schedule.
4. The most we will pay each insured for all loss resulting from an ATM Robbery is the ATM Robbery Each Insured Aggregate Limit shown in the schedule.
5. All loss arising from continuous, repeated, or related **fraud safeguard events** will be treated as one **fraud safeguard event**.
6. The most we will pay for any loss is the applicable Limit of Insurance. If, however, a loss:
  - a) Exceeds the applicable Limit of Insurance; and
  - b) There is more than one **insured person** claiming a loss; and
  - c) The combined loss is greater than the Limit of Insurance for any one **insured person**; and
  - d) The affected **insured persons** can reasonably demonstrate joint ownership of the **money, securities, or other property**;we will pay each **insured person** up to the applicable Limit of Insurance for **money, securities, or other property**, until the loss is satisfied, but under no circumstance will we pay:
  - 1) more than the adjusted value of the **money, securities, or other property**; or
  - 2) each **insured person** for the same **money, securities or other property**, or portion thereof.
7. We will not pay for loss for any occurrence of **fraud, embezzlement, or forgery** until the amount of loss exceeds the Fraud, Embezzlement, or Forgery Deductible shown in the schedule. A separate Fraud, Embezzlement, or Forgery Deductible will apply to each insured.

It is agreed and understood that **PART III - LIABILITY**, Exclusions, has been amended to include the following:

As respects FRAUD SAFEGUARD coverage provided by this endorsement:

This insurance does not provide coverage for liability, defense costs or any other cost or expense for:

1. Intentional Loss

We do not cover any loss for any act committed at your or a **family member's** direction or with your or a **family member's** knowledge.

2. Dishonest Acts

We do not cover any loss arising out of any dishonest or criminal act by you or a **family member**.

3. Confiscation

We do not cover any loss caused by the confiscation, destruction, or seizure of property by any government or public entity or their authorized representative.

4. Computer Error

We do not cover any loss resulting from an error in computer programming or error in instructions to a computer.

5. Business Or Professional Services

We do not cover any loss arising out of a **business** or professional service engaged in by you or a **family member**.

**6. Property Damage, Bodily Injury , or Personal Injury .**

We do not cover any **bodily injury , property damage , or personal injury.**

**7. Financial Guarantees**

We do not cover any guarantee of the financial performance of any financial instrument or investment vehicle.

**8. Indirect Loss**

We do not cover any loss that is an indirect result of any **fraud guard event** including but not limited to:

- a) Your or a **family member's** inability to realize income that you would have realized had there been no loss or damage to **money, securities, or other property**;
- b) Payment of damages of any type for which you or a **family member** are legally liable; or
- c) Payment of costs, fees or other expenses you or a **family member** incur in establishing either the existence or the amount of loss under this endorsement other than those set forth under this endorsement.

**9. Legal Expenses**

Expenses related to any legal action, except as set forth in this endorsement related to a **stolen identity event**.

**10. Games of Chance**

Any loss resulting from any game of chance.

**11. Forgeries**

Any **forgery** that is electronic, digital, or mechanical.

**12. Service Disputes**

Any loss arising out of any dispute or disagreement concerning the quality of goods or services unless the loss arises out of **fraud, embezzlement, or forgery**.

**13. Not-for-Profit Organizations**

Any loss arising out of the giving of any contribution, donation, restricted gift, or payment of any kind to any not-for-profit organization.

**14. Investment Loss Due to Corporate Fraud**

We do not cover any loss due to the change in value of **securities** issued by a business where loss results directly or indirectly from or alleges or involves in any manner whatsoever, **fraud, embezzlement or forgery** by the business including but not limited to its Directors or Officers, which issued the **securities**.

It is agreed and understood that **PART IV - CONDITIONS** has been amended to include the following:

**A. Your or a Family Member's Duties After a Fraud Safeguard Event**

In the event of a **Fraud Safeguard Event** or loss you or a **family member** must:

1. Notify the police if a law may have been broken;
2. Provide us with a police report or a report that was submitted to the appropriate civil authorities;
3. Give us prompt notice of the loss;
4. Take action to avoid future loss, including securing any **residence**, safeguarding your or a **family member's** assets and ending your or a **family member's** business relationship with any one responsible for a **Fraud Safeguard Event**;

5. As soon as possible, give us a description of how, when, and where the loss occurred and a description of the loss, including a description of **money, securities, and other property**;
6. If requested, permit us to question you and **family members** under oath at such times as may be reasonably required, about any matter relating to this insurance or your or a **family member's** claim, including inspection of your or a **family member's** books and records. In such event, your or a **family member's** statement containing your or a **family member's** answers will be signed;
7. Send us a signed, sworn proof of loss or affidavit containing the information we request to investigate the claim. You or a **family member** will do this within thirty (30) days after our request. We will supply you or a **family member** with the necessary forms;
8. In the event of a credit card loss, in addition to all of the above, you or a **family member** will notify the credit card service company or the issuing bank immediately, but in no event no later than two (2) business days after discovery;
9. Upon discovery of an event of a loss involving an electronic fund transfer, in addition to all of the above, you or a **family member** will notify the service providers and financial institutions involved in the transfer immediately, but in no event no later than two (2) business days after discovery;
10. You or a **family member** must cooperate with us in investigating, evaluating and settling a claim and help us:
  - a) Enforce any legal rights you, a **family member** or we may have against anyone who may be liable to you or a **family member**;
  - b) Attend depositions, hearings and trials; and
  - c) Secure and give evidence, and obtain the attendance of witnesses; and
11. We reserve the right to request any other reasonable document or action of you or a **family member**.

B. Valuation

1. Securities

In the event of a loss of **securities**, we may elect to pay you or a **family member** the cost of replacing such **securities**, determined by the market value at the time of such settlement. We will not be liable for more than the actual cash value of the **securities** at the close of business on the business day preceding the day on which the loss was discovered. If our payment is not sufficient to indemnify you or a **family member** in full for the loss of **securities**, our liability is limited to the replacement of or the payment for such **securities** whichever is less, but in no event will the payment be more than the applicable Limit of Insurance.

2. Foreign Currency

In the event of a loss of foreign currency, we will be liable for the United States dollar equivalent at the exchange rate published in the Wall Street Journal on the day of the discovery of the loss.

3. Other Property

In event of loss of **other property**, we will not be liable for more than the actual cash value of the **other property** on the date of the discovery of the loss, or for more than the actual cost of repairing or of replacing such property with property or material of like quality and value.

# HURRICANE PROTECTIVE DEVICES

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location

It is agreed and understood that for a premium credit, **Part IV. CONDITIONS** is amended to include the following:

## Hurricane Protective Devices

You have indicated to us that your **residence** is equipped with hurricane protective devices. We acknowledge the necessity and benefit of storm shutters, plywood and other attachable coverings reported by you and used for protective purposes.

You agree to:

1. Maintain each storm shutter or other storm protective device in working order on all exterior glass and skylights of your **residence** ;
  2. Close and secure all storm shutters or other storm protective devices beginning at the issuance of a hurricane watch or warning by the National Hurricane Center covering the area where your **residence** is located and remain secure until the National Hurricane Center discontinues the hurricane watch or warning;
  3. Inform us promptly of the alteration, disablement, replacement, or removal of, or significant damage to, any storm shutter or other storm protective device; and
  4. Inform us promptly of any alterations or additions to existing property owned by you or the construction of any new property owned by you at your **residence** .

If the storm shutters, plywood and other attachable coverings which were represented to us as being utilized for protective purposes are not maintained or applied properly, as stated above, in preparation for a hurricane loss, we reserve the right to discontinue the benefit of this endorsement, including any related premium credit or premium reduction.

## HURRICANE PROTECTIVE DEVICES

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location

19501 West Country Club Drive                      Unit 1210  
Miami, FL 33180

It is agreed and understood that for a premium credit, **Part IV. CONDITIONS** is amended to include the following:

### **Hurricane Protective Devices**

You have indicated to us that your **residence** is equipped with hurricane protective devices. We acknowledge the necessity and benefit of storm shutters, plywood and other attachable coverings reported by you and used for protective purposes.

You agree to:

1. Maintain each storm shutter or other storm protective device in working order on all exterior glass and skylights of your **residence** ;
2. Close and secure all storm shutters or other storm protective devices beginning at the issuance of a hurricane watch or warning by the National Hurricane Center covering the area where your **residence** is located and remain secure until the National Hurricane Center discontinues the hurricane watch or warning;
3. Inform us promptly of the alteration, disablement, replacement, or removal of, or significant damage to, any storm shutter or other storm protective device; and
4. Inform us promptly of any alterations or additions to existing property owned by you or the construction of any new property owned by you at your **residence** .

If the storm shutters, plywood and other attachable coverings which were represented to us as being utilized for protective purposes are not maintained or applied properly, as stated above, in preparation for a hurricane loss, we reserve the right to discontinue the benefit of this endorsement, including any related premium credit or premium reduction.

## Checklist of Coverage

**Policy Type : Homeowners**  
**(Homeowner's, Condominium/Coop Unit Owner's or Tenant's)**

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The following checklist is for informational purposes only. Florida law prohibits this checklist from changing any of the provisions of the insurance contract which is the subject of this checklist. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits will be sent separately.

Reviewing this checklist together with your policy can help you gain a better understanding of your policy's actual coverages and limitations, and may even generate questions. By addressing any questions now, you will be more prepared later in the event of a claim. Experience has shown that many questions tend to arise regarding the coverage of attached or detached screened pool enclosures, screened porches, and other types of enclosures. Likewise, if your policy insures a condominium unit, questions may arise regarding the coverage of certain items, such as individual heating and air conditioning units; individual water heaters; floor, wall, and ceiling coverings; built-in cabinets and counter tops; appliances; window treatments and hardware; and electrical fixtures. A clear understanding of your policy's coverages and limitations will reduce confusion that may arise during claims settlement.

Please refer to the policy for details and any exceptions to the coverages listed in this checklist. All coverages are subject to the provisions and conditions of the policy and any endorsements. If you have questions regarding your policy, please contact your agent or company. Consumer assistance is available from the Department of Financial Services, Division of Consumer Services' Helpline at (800) 342-2762 or [www.fldfs.com](http://www.fldfs.com).

This form was adopted by the Florida Financial Services Commission.

As Regards the Following Location:

355 South Ocean Blvd

Golden Beach, FL 33160

### **Dwelling Structure Coverage (Place of Residence)**

Limit of Insurance:	<b>\$14,799,783</b>	Loss Settlement Basis:	Extended Rebuilding Cost (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
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### **Other Structures Coverage (Detached from Dwelling)**

Limit of Insurance:	<b>\$251,731</b>	Loss Settlement Basis:	Extended Rebuilding Cost (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
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### **Personal Property Coverage**

Limit of Insurance:	<b>\$2,484,409</b>	Loss Settlement Basis:	Replacement Cost (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
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### **Deductibles**

Annual Hurricane:	<b>2%</b>	All Perils (Other Than Hurricane):	<b>\$25,000</b>
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### Checklist of Coverage (continued)

The above Limit of Insurance, Deductibles, and Loss Settlement Basis apply to the following perils insured against:

(Items below marked **Y** (Yes) indicate coverage IS included, those marked **N** (No) indicate coverage is NOT included)

Y	Fire or Lightning
Y	Hurricane
N	Flood (Including storm surge)
Y	Windstorm or Hail (other than hurricane) unless excluded via PCHO-WHC Wind or Hail Exclusion Endorsement
Y	Explosion
Y	Riot or Civil Commotion
Y	Aircraft
Y	Vehicles
Y	Smoke
Y	Vandalism or Malicious Mischief
Y	Theft
Y	Falling Objects
Y	Weight of Ice, Snow or Sleet
Y	Accidental Discharge or Overflow of Water or Steam
N	Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging
Y	Freezing
Y	Sudden and Accidental Damage from Artificially Generated Electrical Current
N	Volcanic Eruption
Y	Sinkhole
Y	Any Other Peril Not Specifically Excluded (dwelling and other structures only)

**Special limits and loss settlement exceptions may apply to certain items. Refer to your policy for details.**

<b>Loss of Use Coverage</b>			
Coverage		Limit of Insurance	Time Limit
(Items below marked <b>Y</b> (Yes) indicate coverage IS included, those marked <b>N</b> (No) indicate coverage is NOT included)			
Y	Additional Living Expense	30% of Dwelling	None
Y	Fair Rental Value	30% of Dwelling	None
Y	Civil Authority Prohibits Use	30% of Dwelling	30 Days

<b>Property - Additional/Other Coverages</b>				
(Items below marked <b>Y</b> (Yes) indicate coverage IS included, those marked <b>N</b> (No) indicate coverage is not included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
			Included	Additional
Y	Debris Removal	30%	Y	
Y	Reasonable Repairs	None	Y	
Y	Property Removed	None	Y	
Y	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	\$10,000	Y	
Y	Loss Assessment	\$100,000	Y	
N	Collapse		N	
Y	Glass or Safety Glazing Material		Y	
N	Landlord's Furnishings		N	
Y	Law and Ordinance	30%	Y	
Y	Grave Markers	\$50,000	Y	
Y	Mold / Fungi	\$10,000	Y	

**Checklist of Coverage (continued)**

<b>Discounts</b>	
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)	Dollar (\$) Amount of Discount
Y   Multiple Policy	
Y   Fire Alarm/ Smoke Alarm/ Burglar Alarm	
N   Sprinkler	
Y   Windstorm Loss Reduction	
Y   Building Code Effectiveness Grading Schedule	
Other	

<b>Insurer May Insert Any Other Property Coverage Below</b>		
(Items below marked Y (Yes) indicate Coverage IS included, those marked N (No) indicate coverage is NOT Included)	Limit of Insurance	Loss Settlement Basis (i.e. Replacement Cost, Actual Cash Value, Stated Value, etc.)

<b>Personal Liability Coverage</b>	
Limit of Insurance: \$ <u>\$1,000,000</u>	
<b>Medical Payments to Others Coverage</b>	
Limit of Insurance: \$10,000	

<b>Liability - Additional/Other Coverages</b>			
(Items below marked Y (Yes) indicate Coverage IS included, those marked N (No) indicate coverage is NOT Included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.
		Included	Additional
Y   Claim Expenses		Y	
Y   First Aid Expenses		Y	
Y   Damage to Property of Others	\$1,000	Y	
Y   Loss Assessment	\$50,000	Y	

<b>Insurer May Insert Any Other Liability Coverage Below</b>		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance

## Checklist of Coverage

**Policy Type :** Condominiums/Coops  
**(Homeowner's, Condominium/Coop Unit Owner's or Tenant's)**

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The following checklist is for informational purposes only. Florida law prohibits this checklist from changing any of the provisions of the insurance contract which is the subject of this checklist. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits will be sent separately.

Reviewing this checklist together with your policy can help you gain a better understanding of your policy's actual coverages and limitations, and may even generate questions. By addressing any questions now, you will be more prepared later in the event of a claim. Experience has shown that many questions tend to arise regarding the coverage of attached or detached screened pool enclosures, screened porches, and other types of enclosures. Likewise, if your policy insures a condominium unit, questions may arise regarding the coverage of certain items, such as individual heating and air conditioning units; individual water heaters; floor, wall, and ceiling coverings; built-in cabinets and counter tops; appliances; window treatments and hardware; and electrical fixtures. A clear understanding of your policy's coverages and limitations will reduce confusion that may arise during claims settlement.

Please refer to the policy for details and any exceptions to the coverages listed in this checklist. All coverages are subject to the provisions and conditions of the policy and any endorsements. If you have questions regarding your policy, please contact your agent or company. Consumer assistance is available from the Department of Financial Services, Division of Consumer Services' Helpline at (800) 342-2762 or [www.fldfs.com](http://www.fldfs.com).

This form was adopted by the Florida Financial Services Commission.

As Regards the Following Location:

19501 West Country Club Drive  
 Miami, FL 33180

Unit 1210

### **Dwelling Structure Coverage (Place of Residence)**

Limit of Insurance: \$0	Loss Settlement Basis: (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
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### **Other Structures Coverage (Detached from Dwelling)**

Limit of Insurance: \$0	Loss Settlement Basis: (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
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### **Personal Property Coverage**

Limit of Insurance: \$224,642	Loss Settlement Basis: Replacement Cost (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
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### **Deductibles**

Annual Hurricane: 2%	All Perils (Other Than Hurricane): \$500
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### Checklist of Coverage (continued)

The above Limit of Insurance, Deductibles, and Loss Settlement Basis apply to the following perils insured against:

(Items below marked **Y** (Yes) indicate coverage IS included, those marked **N** (No) indicate coverage is NOT included)

Y	Fire or Lightning
Y	Hurricane
N	Flood (Including storm surge)
Y	Windstorm or Hail (other than hurricane) unless excluded via PCHO-WHC Wind or Hail Exclusion Endorsement
Y	Explosion
Y	Riot or Civil Commotion
Y	Aircraft
Y	Vehicles
Y	Smoke
Y	Vandalism or Malicious Mischief
Y	Theft
Y	Falling Objects
Y	Weight of Ice, Snow or Sleet
Y	Accidental Discharge or Overflow of Water or Steam
N	Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging
Y	Freezing
Y	Sudden and Accidental Damage from Artificially Generated Electrical Current
N	Volcanic Eruption
Y	Sinkhole
Y	Any Other Peril Not Specifically Excluded (dwelling and other structures only)

**Special limits and loss settlement exceptions may apply to certain items. Refer to your policy for details.**

<b>Loss of Use Coverage</b>			
Coverage		Limit of Insurance	Time Limit
(Items below marked <b>Y</b> (Yes) indicate coverage IS included, those marked <b>N</b> (No) indicate coverage is NOT included)			
Y	Additional Living Expense	30% of Dwelling	None
Y	Fair Rental Value	30% of Dwelling	None
Y	Civil Authority Prohibits Use	30% of Dwelling	30 Days

<b>Property - Additional/Other Coverages</b>				
(Items below marked <b>Y</b> (Yes) indicate coverage IS included, those marked <b>N</b> (No) indicate coverage is not included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
			Included	Additional
Y	Debris Removal	30%	Y	
Y	Reasonable Repairs	None	Y	
Y	Property Removed	None	Y	
Y	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	\$10,000	Y	
Y	Loss Assessment	\$100,000	Y	
N	Collapse		N	
Y	Glass or Safety Glazing Material		Y	
N	Landlord's Furnishings		N	
Y	Law and Ordinance	30%	Y	
Y	Grave Markers	\$50,000	Y	
Y	Mold / Fungi	\$10,000	Y	

**Checklist of Coverage (continued)**

<b>Discounts</b>		
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)		Dollar (\$) Amount of Discount
<input checked="" type="checkbox"/> Y	Multiple Policy	
<input checked="" type="checkbox"/> Y	Fire Alarm/ Smoke Alarm/ Burglar Alarm	
<input checked="" type="checkbox"/> Y	Sprinkler	
<input checked="" type="checkbox"/> Y	Windstorm Loss Reduction	
<input checked="" type="checkbox"/> Y	Building Code Effectiveness Grading Schedule	
	Other	

<b>Insurer May Insert Any Other Property Coverage Below</b>		
(Items below marked Y (Yes) indicate Coverage IS included, those marked N (No) indicate coverage is NOT Included)	Limit of Insurance	Loss Settlement Basis (i.e. Replacement Cost, Actual Cash Value, Stated Value, etc.)

<b>Personal Liability Coverage</b>		
Limit of Insurance: \$ <u>\$1,000,000</u>		
<b>Medical Payments to Others Coverage</b>		
Limit of Insurance: \$10,000		

<b>Liability - Additional/Other Coverages</b>			
(Items below marked Y (Yes) indicate Coverage IS included, those marked N (No) indicate coverage is NOT Included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.
			Included      Additional
<input checked="" type="checkbox"/> Y	Claim Expenses		Y
<input checked="" type="checkbox"/> Y	First Aid Expenses		Y
<input checked="" type="checkbox"/> Y	Damage to Property of Others	\$1,000	Y
<input checked="" type="checkbox"/> Y	Loss Assessment	\$50,000	Y

<b>Insurer May Insert Any Other Liability Coverage Below</b>		
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance

## HURRICANE DEDUCTIBLE

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location

Golden Beach, FL 33160

For the credit given, it is agreed and understood that **Part II. B. Payment of a Loss**, Item 3. Deductible is amended to include the following:

We will pay only that part of the total of hurricane loss to your **house, contents, and other permanent structures** including additional coverages that exceed the hurricane deductible stated on your Declarations Page. This deductible applies in the event of direct physical loss to property covered under this policy caused directly or indirectly by hurricane. Such deductible applies regardless of any other cause or event contributing concurrently or in any sequence to the loss. No other deductible provision in the policy applies to direct physical loss caused by hurricane.

"Hurricane" means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service which:

- a. Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
  - b. Continues for the period of time during which the hurricane conditions exist anywhere in Florida; and
  - c. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

The hurricane deductible will be applied on an annual basis to all hurricane losses that occur during the calendar year in any one of the policies issued by us or an American International Group member company for the same insured location.

For second and subsequent covered hurricane losses occurring in the same calendar year, the dollar amount of the hurricane deductible will be reduced by all deductible amounts applied toward prior covered losses during the same calendar year for the same insured location. The greater of the remaining hurricane deductible or the all other peril deductible will apply. The all other peril deductible will not be waived for a covered loss greater than \$50,000.

If you have covered hurricane losses for this location in a calendar year under more than one policy issued by us or an American International Group member company, your hurricane deductible will be equal to the greatest dollar amount of any hurricane deductible in any one of the policies for this location.

You are required to report hurricane losses that are below the hurricane deductible in order to apply such hurricane losses to subsequent hurricane claims.

In the event there is a hurricane loss (or losses) during a calendar year and a lower hurricane deductible is then purchased under the new or renewal policy in the same calendar year, the lower hurricane deductible will not apply until January 1 of the following calendar year.

## HURRICANE DEDUCTIBLE

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location

19501 West Country Club Drive  
Miami, FL 33180

For the credit given, it is agreed and understood that **Part II. B. Payment of a Loss**, Item 3. Deductible is amended to include the following:

We will pay only that part of the total of hurricane loss to your **house, contents, and other permanent structures** including additional coverages that exceed the hurricane deductible stated on your Declarations Page. This deductible applies in the event of direct physical loss to property covered under this policy caused directly or indirectly by hurricane. Such deductible applies regardless of any other cause or event contributing concurrently or in any sequence to the loss. No other deductible provision in the policy applies to direct physical loss caused by hurricane.

"Hurricane" means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service which:

- a. Begins at the time a hurricane watch or warning is issued for any part of Florida by the National Hurricane Center of the National Weather Service;
  - b. Continues for the period of time during which the hurricane conditions exist anywhere in Florida; and
  - c. Ends 72 hours following the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.

The hurricane deductible will be applied on an annual basis to all hurricane losses that occur during the calendar year in any one of the policies issued by us or an American International Group member company for the same insured location.

For second and subsequent covered hurricane losses occurring in the same calendar year, the dollar amount of the hurricane deductible will be reduced by all deductible amounts applied toward prior covered losses during the same calendar year for the same insured location. The greater of the remaining hurricane deductible or the all other peril deductible will apply. The all other peril deductible will not be waived for a covered loss greater than \$50,000.

If you have covered hurricane losses for this location in a calendar year under more than one policy issued by us or an American International Group member company, your hurricane deductible will be equal to the greatest dollar amount of any hurricane deductible in any one of the policies for this location.

You are required to report hurricane losses that are below the hurricane deductible in order to apply such hurricane losses to subsequent hurricane claims.

In the event there is a hurricane loss (or losses) during a calendar year and a lower hurricane deductible is then purchased under the new or renewal policy in the same calendar year, the lower hurricane deductible will not apply until January 1 of the following calendar year.

## Notice of Premium Discounts for Hurricane Loss Mitigation

### \* \* \* Important Information \* \* \*

#### About Your Personal Residential Insurance Policy

Dear Homeowner,

Hurricanes have caused tens of billions of dollars in insured damages and predictions of more catastrophic hurricanes making landfall in Florida have triggered increases in insurance premiums to cover potential future losses. Enclosed is information regarding wind loss mitigation that will make your home more resistant to wind and help protect your family during a catastrophic event. In addition to reducing your hurricane-wind premium by installing mitigation features, you may also reduce the likelihood of out-of-pocket expenses, such as your hurricane deductible, you may otherwise incur after a catastrophic event.

Sincerely,

AIG Private Client Group

#### What factors are considered in establishing my premium?

Your location: The closer a home is to the coast, the more vulnerable it is to damage caused by hurricane winds. This makes the hurricane-wind premium higher than for similar homes in other areas of the state.

Your policy: Your insurance policy is divided into two premiums: one for damage caused by hurricane force winds (hurricane-wind) and one for all other damage (all perils), such as fire.

Your deductible: Under the law, you are allowed to choose a \$500, 2%, 5% or 10% deductible, depending on the actual value of your home. The larger your deductible, the lower your hurricane-wind premium. However, if you select a higher deductible your out-of-pocket expenses in the event of a hurricane claim will be higher.

Improvements to your home: The state requires insurance companies to offer discounts for protecting your home against damage caused by hurricane winds. Securing your roof so it doesn't blow off and protecting your windows from flying debris are the two most cost effective measures you can take to safeguard your home and reduce your hurricane-wind premium. These discounts apply only to the hurricane-wind portion of your policy.

The costs of the improvement projects vary. Homeowners should contact a licensed contractor for an estimate. You can find a Certified Contractor in your area by visiting the Florida Department of Business and Professional Regulation online at [www.myfloridalicense.com](http://www.myfloridalicense.com).

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 90%.

#### How can I take advantage of the discounts?

Homeowners will need a qualified inspector such as a general, building, or residential contractor licensed under Section 489.111, Florida Statutes, or a professional engineer licensed under Section 471.015, Florida Statutes, who has passed the appropriate equivalency test of the Building Code training program as required by Section 553.841, Florida Statutes, or a professional architect licensed under Section 481.213, Florida Statutes, or a building code inspector certified under Section 468.607, to inspect the home to identify potential mitigation measures and legally verify improvements. For a listing of individuals and/or inspection companies meeting these qualifications contact your Insurance agent or insurance company.

The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium\* of \$6,500 which is part of your total annual premium of \$ 10,000. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.

\* Wind mitigation credits apply to that portion of your premium that covers the peril of wind, whether or not a hurricane exists.

### Homes built prior to the 2001 building code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is Reduced by:
<u>Roof Covering (i.e., shingles or tiles)</u> <ul style="list-style-type: none"> <li>■ Meets the Florida Building Code</li> </ul>	Average: 5% Max: 9%	\$455 \$910
<u>How Your Roof is Attached</u> <ul style="list-style-type: none"> <li>■ Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.)</li> </ul>	Average: 17% Max: 31%	\$1690 \$3120
<u>Roof-to-Wall Connection</u> <ul style="list-style-type: none"> <li>■ Using "Toe Nails" - defined as 3 nails driven at an angle through the rafter and into the top roof.</li> <li>■ Using Clips - defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud</li> <li>■ Using Single Wraps - a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss</li> <li>■ Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss</li> </ul>	None  Average: 8% Max: 23%  Average: 8% Max: 28%	\$845 \$2275  \$845 \$2795
<u>Roof Shape</u> <ul style="list-style-type: none"> <li>■ Hip Roof - defined as your roof sloping down to meet all your outside walls (like a pyramid).</li> <li>■ Other</li> </ul>	Average: 9% Max: 31%	\$910 \$3055

<u>Secondary Water Resistance (SWR)</u> <ul style="list-style-type: none"> <li>■ SWR - defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off.</li> <li>■ No SWR</li> </ul>	Average: 3% Max: 10%	\$260 \$1040
<u>Shutters</u> <ul style="list-style-type: none"> <li>■ None</li> <li>■ Intermediate Type -shutters that are strong enough to meet half the old Miami-Dade building code standards</li> <li>■ Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards</li> </ul>	Average: 10% Max: 25%  Average: 13% Max: 31%	\$1040 \$2470  \$1300 \$3120

\* Estimate is based on information currently on file and the actual amount may vary.

### Homes built under the 2001 building code or later

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is <u>Reduced</u> by:
Homes built under the 2001 Florida Building Code or later edition (also including the 1994 South Florida Building Code for homes in Miami-Dade and Broward Counties) are eligible for a minimum 68% discount on the hurricane-wind portion of your premium. You may be eligible for greater discount if other mitigation features are installed on your home.	Minimum: 44%	\$4420
<u>Shutters</u> <ul style="list-style-type: none"> <li>■ None</li> <li>■ Intermediate Type -shutters that are strong enough to meet half the old Miami-Dade building code standards</li> <li>■ Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards</li> </ul>	Average: 3% Max: 5%	\$260 \$520
<u>Roof Shape</u> <ul style="list-style-type: none"> <li>■ Hip Roof - defined as your roof sloping down to meet all your outside walls (like a pyramid).</li> <li>■ Other</li> </ul>	Average: 3% Max: 7%	\$260 \$650

\* Estimate is based on information currently on file and the actual amount may vary.

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the 2001 Florida Building Code you have the option to reduce your hurricane-wind deductible from 10% to 2%.

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at 1-800-613-5207.

**Uniform Mitigation Verification Inspection Form**Maintain a copy of this form with insurance policy

Inspection Date:

**Owner Information**

Owner Name:		Contact Person:
Address:		Home Phone:
City:	Zip:	Work Phone:
County:		Cell Phone:
Insurance Company:		Policy #:
Year of Home:	# of Stories:	Email:

I, \_\_\_\_\_ (print the name of the individual who actually performed the inspection), personally conducted the inspection of the residence identified on this form and in my professional opinion, all the data I reported is true and correct.

**1. Building Code** What building code was used to design and building the structure?

- A. 1994 South Florida Building Code (building permit application date of 9/1/1994 or later in Miami-Dade and Broward Counties (also known as the High Velocity Hurricane Zone (HVHZ)).
- B. Building Code prior to the 1994 South Florida Building Code (building permit application date of 8/31/1994 or earlier in Miami-Dade and Broward Counties (HVHZ)).
- C. 2001 Florida Building Code (building permit application date of 3/1/2002 or later outside the HVHZ).
- D. Building Code prior to the 2001 Florida Building Code (building permit application date of 2/28/2002 or earlier outside the HVHZ).
- E. Unknown or Undetermined.

**2. Predominant Roof Covering:**

Permit Application Date \_\_\_\_\_ or Date of Installation: \_\_\_\_\_

- A. At a minimum meets the 2001 Florida Building Code or the 1994 South Florida Building Code and has a Miami-Dade NOA or FBC 2001 Product Approval listing demonstrating compliance with ASTM D 3161 (enhanced for 110 MPH) OR ASTM D 7158 (F, G or H), OR FBC TAS 100-95 and TAS 107-95, OR FMRC 4470 and/or 4471 (for metal roofs)..
- B. Does not meet the above minimum requirements.
- C. Unknown or Undetermined.

**NOTE: At least one photo documenting the existence of each visible and accessible construction or mitigation attribute marked in Sections 3 through 9 must accompany this form.**

**3. Roof Deck Attachment:** What is the weakest form of roof deck attachment?

- A. Plywood/Oriented strand board (OSB) roof sheathing attached to the roof truss/rafter (spaced a maximum of 24" o.c.) by staples or 6d nails spaced at 6" along the edge and 12" in the field. -OR- Batten decking supporting wood shakes or wood shingles. -OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that has an equivalent mean uplift resistance of 55 psf.
- B. Plywood/OSB roof sheathing with a minimum thickness of 7/16" attached to the roof truss/rafter (spaced a maximum of 24" o.c.) by 8d common nails spaced 6" along the edge and 12" in the field. -OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that has an equivalent mean uplift resistance of 103 psf.
- C. Plywood/OSB roof sheathing with a minimum thickness of 7/16" attached to the roof truss/rafter (spaced a maximum of 24" o.c.) by 8d common nails spaced 6" along the edge and 6" in the field -OR- Dimensional lumber/Tongue & Groove decking with a minimum of 2 nails per board -OR- Any system of screws, nails, adhesives, other deck fastening system or truss/rafter spacing that has an equivalent mean uplift resistance of 182 psf.

Inspectors Initials \_\_\_\_\_ Property Address \_\_\_\_\_

\*This verification form is valid up to five (5) years provided no material changes have been made to the structure.

**PCHO-MVI-FL (02/10)**

OIR-B1-1802 (Rev. 02/10) Adopted by Rule 69O-170.0155

- D. Reinforced Concrete Roof Deck.  
 E. Other: \_\_\_\_\_  
 F. Unknown or unidentified  
 G. No attic access.

**4. Roof to Wall Attachment:** What is the **weakest** roof to wall connection?

- A. Toe Nail Rafter/truss anchored to top plate of wall using nails driven at an angle through the rafter/truss and attached to the top plate of the wall.  
 B. Clips Metal attachments on every rafter/truss that are nailed to one side (or both sides in the case of a diamond type clip) of the rafter/truss and attached to the top plate of the wall frame or embedded in the bond beam.  
 C. Single Wraps Metal Straps must be secured to every rafter/truss with a minimum of 3 nails, wrapping over and securing to the opposite side of the rafter/truss with a minimum of 1 nail. The Strap must be attached to the top plate of the wall frame or embedded in the bond beam in at least one place.  
 D. Double Wraps Both Metal Straps must be secured to every rafter/truss with a minimum of 3 nails, wrapping over and securing to the opposite side of the rafter/truss with a minimum of 1 nail. Each Strap must be attached to the top plate of the wall frame or embedded in the bond beam in at least one place.  
 E. Structural Anchor bolts, structurally connected or reinforced concrete roof.  
 F. Other \_\_\_\_\_  
 G. Unknown or Unidentified  
 H. No attic access

**5. Roof Geometry:** What is the roof shape(s)? (Porches or carports that are attached only to the fascia or wall of the host structure and not structurally connected to the main roof system are not in the roof geometry determination)

- A. Hip Roof Hip roof with no other roof shapes greater than 10% of the total building perimeter.  
 B. Non-Hip Roof Any other roof shape or combination of shapes including hip, gable, flat, gambrel, mansard and other roof shapes not including flat roofs.  
 C. Flat Roof Flat roof shape greater than 100 square feet or 10% of the entire roof, whichever is greater.

**6. Gable End Bracing:** For roof structures that contain gables, please check the **weakest** that apply:

- A. Gable End(s) are braced at a minimum in accordance with the 2001 Florida Building Code.  
 B. Does not meet the above minimum requirements.  
 C. Not applicable, unknown or unidentified.

**7. Wall Construction Type:** Check all wall construction types for exterior walls of the structure and percentages for each:

- A. Wood Frame \_\_\_\_\_ %  
 B. Un-Reinforced Masonry \_\_\_\_\_ %  
 C. Reinforced Masonry \_\_\_\_\_ %  
 D. Poured Concrete \_\_\_\_\_ %  
 E. Other: \_\_\_\_\_ %

**8. Secondary Water Resistance (SWR):** (standard underlays or hot mopped felts are not SWR)

- A. SWR Self adhering polymer modified bitumen roofing underlayment applied directly to the sheathing or foam adhesive SWR barrier (not foamed on insulation) applied as a secondary means to protect the dwelling from water intrusion.

Inspectors Initials \_\_\_\_\_ Property Address \_\_\_\_\_

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PCHO-MVI-FL (02/10)

OIR-B1-1802 (Rev. 02/10) Adopted by Rule 69O-170.0155

- B. No SWR
- C. Unknown or undetermined.

9. **Opening Protection:** What is the weakest form of wind borne debris protection installed on the structure? (Exterior openings include, but are not limited to: windows, doors, garage doors, skylights, etc. Product approval may be required for opening protection devices without proper rating identification)

- A. **All Exterior Openings (Glazed and Unglazed)** All exterior openings are fully protected at a minimum with impact resistant coverings, impact resistant doors and/or impact resistant window units that are listed as wind borne debris protection devices in the product approval system of the State of Florida or Miami-Dade County and meet the requirements of one of the following for "Cyclic Pressure and Large Missile Impact": For the HVHZ, systems must have either a Miami-Dade NOA or FBC Approval marked "For Use in the HVHZ".
  - Miami-Dade County Notice of Acceptance (NOA) 201, 202 and 203. (Large Missile - 9lb.)
  - Florida Building Code Testing Application Standard (TAS) 201, 202 and 203. (Large Missile - 9lb.)
  - American Society for Testing and Materials (ASTM) E 1886 and ASTM E 1996 (Large Missile - 9 lb.)
  - Southern Standards Technical Document (SSTD) 12. (Large Missile - 9 lb.)
  - For Skylights Only: ASTM E 1886/E 1996. (Large Missile - 4.5 lb.)
  - For Garage Doors Only: ANSI/DASMA 115. (Large Missile - 9 lb.)
- B. **All exterior openings** are fully protected at a minimum with impact resistant coverings, impact resistant doors and/or impact resistant window units that are listed as windborne debris protection devices in the product approval system of the State of Florida or Miami-Dade County and meet the requirements of one of the following for "Cyclic Pressure and Large Missile Impact":
  - ASTM E 1886 and ASTM E 1996. (Large Missile - 4.5 lb.)
  - SSTD 12. (Large Missile - 4 lb. to 8 lb.)
  - For Skylights Only: ASTM E 1886/E 1996. (Large Missile - 2 to 4.5 lb.)
- C. **All exterior openings** are fully protected at a minimum with impact resistant coverings, impact resistant doors and/or impact resistant window units that are listed as windborne debris protection devices in the product approval system of the State of Florida or Miami-Dade County and meet the requirements of one of the following for "Cyclic Pressure and Small Missile Impact":
  - Miami-Dade County NOA 201, 202 and 203. (Small Missile - 2 grams) Florida Building Code TAS 201, 202 and 203. (Small Missile - 2 grams.)
  - ASTM E 1886 and ASTM E 1996 (Small Missile - 2 grams.)
  - SSTD 12. (Small Missile - 2 grams.)
- D. **All exterior openings** are fully protected with windborne debris protection devices that cannot be identified as Miami-Dade or Florida Building Code (FBC) product approved. This does not include plywood/OSB or plywood alternatives (see Answer "H").

#### All Glazed Exterior Openings

- E. **All glazed exterior openings** are fully protected at a minimum with impact resistant coverings and/or impact resistant window units that meet the requirements of one of the standards listed in Answer "A" of this question. (Large Missile-9 lb.)
- F. **All glazed exterior openings** are fully protected at a minimum with impact resistant coverings and/or impact resistant window units that meet the requirements of one of the standards listed in Answer "B" of this question. (Large Missile - 2 lb. - 8 lb.)
- G. **All glazed exterior openings** are fully protected at a minimum with impact resistant coverings and/or impact resistant window units that meet the requirements of one of the standards listed in Answer "C" of this question. (Small Missile - 2 grams)

Inspectors Initials \_\_\_\_\_ Property Address \_\_\_\_\_

\*This verification form is valid up to five (5) years provided no material changes have been made to the structure.

PCHO-MVI-FL (02/10)

OIR-B1-1802 (Rev. 02/10) Adopted by Rule 69O-170.0155

Page 3 of 5

- H. All glazed exterior openings are covered with plywood/OSB meeting the requirements of Section 1609 and Table 1609.1.4 of the 2004 FBC (with 2006 supplements).
- I. All glazed exterior openings are fully protected with wind-borne debris protection devices that cannot be identified as Miami-Dade or FBC product approved. This does not include plywood/OSB or other plywood alternatives that do not meet Answer H (see Answer "K").

**None or Some Glazed Openings**

- J. At least one glazed exterior opening does not have wind-borne debris protection.
- K. No glazed exterior openings have wind-borne debris protection. This includes plywood/OSB or plywood alternatives that do not meet Answer "H".
- L. Unknown or undetermined.

**MITIGATION INSPECTIONS MUST BE PERFORMED BY A QUALIFIED INSPECTOR.**

**Section 627.711(2), Florida Statutes, provides a listing of individuals who may sign this form.**

Qualified Inspector Name:	License Type:	License #: or HSFH certificate #:
Inspection Company:	Phone:	

**Qualified Inspector - I hold an active license or certificate as a: (check one)**

- Hurricane mitigation inspector certified by the My Safe Florida Home Program.
- Building code inspector certified under Section 468.607, Florida Statues.
- General, building or residential contractor licensed under Section 489.111, Florida Statues.
- Professional architect licensed under Section 481.213, Florida Statues.
- Professional engineer licensed under Section 471.015, Florida Statues.
- Other individual or entity recognized by the insurer as possessing the necessary qualifications to properly complete this form pursuant to Section 627.711(2)(f), Florida Statues.

Individuals signing this form must have their license or certificate in an "Active" status at time of the inspection.

I, \_\_\_\_\_ am a qualified inspector and I personally performed the inspection  
(print name)

or had my employee ( \_\_\_\_\_ ) perform this inspection and I agree to be responsible  
(print name) for his/her work.

Qualified Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

An individual or entity who knowingly provides or utters a false or fraudulent mitigation verification form with the intent to obtain or receive a discount on an insurance premium to which the individual or entity is not entitled commits a misdemeanor of the first degree (Section 627.711(3), Florida Statutes). The Qualified Inspector who certifies this form is strictly liable for all acts, statements, concealment of facts, omissions, and documentation provided by his or her employee who actually performed the inspection.

Inspectors Initials \_\_\_\_\_ Property Address \_\_\_\_\_

\*This verification form is valid up to five (5) years provided no material changes have been made to the structure.

PCHO-MVI-FL (02/10)

OIR-B1-1802 (Rev. 02/10) Adopted by Rule 69O-170.0155

**Homeowner to complete:** I certify that the named Qualified Inspector or his or her employee did perform an inspection of the residence identified on this form and that proof of identification was provided to me or my Authorized Representative.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

An individual or entity who knowingly provides or utters a false or fraudulent mitigation verification form with the intent to obtain or receive a discount on an insurance premium to which the individual or entity is not entitled commits a misdemeanor of the first degree (Section 627.711(3), Florida Statutes).

The definitions on this form are for inspection purposes only and cannot be used to certify any product or construction feature as offering protection from hurricanes.

**Inspectors Initials** \_\_\_\_\_ **Property Address** \_\_\_\_\_

\*This verification form is valid up to five (5) years provided no material changes have been made to the structure.

**PCHO-MVI-FL (02/10)**

OIR-B1-1802 (Rev. 02/10) Adopted by Rule 69O-170.0155

Page 5 of 5

## SINKHOLE COVERAGE EXTENSION - FLORIDA

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):

It is agreed and understood that for the premium charged:

Part I - DEFINITIONS is amended to include the following definition:

**Sinkhole** means a landform created by subsidence of soil, sediment, or rock as underlying strata are dissolved by groundwater. A **sinkhole** may form by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

**Sinkhole Loss** means structural damage to the building, including the foundation, caused by **sinkhole activity**. **Contents** coverage shall apply only if there is structural damage to the building caused by **sinkhole activity**.

**Sinkhole Activity** means settlement or systematic weakening of the earth supporting such property only when such settlement or systematic weakening results from movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

Part II - PROPERTY, C. Additional Coverages is amended to include the following:

## Sinkhole Loss

We will cover direct physical loss to your house or other permanent structure(s) or the contents of either arising out of sinkhole activity. This includes the costs incurred to stabilize the land and building as well as repair of the foundation.

We may provide a professional engineer or a professional geologist to conduct testing of the **sinkhole** to verify its existence. If a **sinkhole loss** is verified, we shall pay to stabilize the land and building and repair the foundation in accordance with the recommendations of the engineer and, in consultation with the policyholder, subject to the coverage and terms of the policy.

## Neutral Evaluation

Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for stabilizing the land and building and foundation repairs, or if we deny your claim, either party may file a request with the Florida Department of Financial Services (the Department) for neutral evaluation in accordance with the rules established by the Department. In this event, you and

we shall mutually select a neutral evaluator from a list maintained by the Department. If you and we fail to agree to a neutral evaluator within 10 business days, the Department shall appoint a neutral evaluator. The neutral evaluation conference shall be held within 45 days after receipt of the request by the Department. The recommendation of the neutral evaluator will not be binding on you or us. We will pay the costs associated with the neutral evaluation. The Mediation and Appraisal conditions do not apply to disputed sinkhole claims.

#### **Legal Action Against Us**

No action shall be brought against us unless the **insured person** has complied with this policy's provisions, nor until final judgment or agreement has set the amount on the **insured person's** legal obligation with us. You also agree to bring any action against us within five (5) years after a loss occurs, except that the time for bringing any action against us is extended for a period of 60 days following the conclusion of the neutral evaluation process or 5 years, whichever is later. No one has the right to join us in any action against any **insured person**.

Part II. PROPERTY, D. Exclusions, Earth Movement is deleted and replaced with the following:

#### **Earth Movement**

We do not cover any loss to your **house or other permanent structures** caused by earth movement including volcanic eruptions, landslides, mudflows, and the sinking, rising, or shifting of land. We do insure ensuing covered loss due to theft, fire, glass breakage or explosion unless another exclusion applies. This exclusion does not apply to loss caused by **sinkhole activity**.

# SINKHOLE COVERAGE EXTENSION - FLORIDA

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):

19501 West Country Club Drive  
Miami, FL 33180

It is agreed and understood that for the premium charged:

Part I - DEFINITIONS is amended to include the following definition:

**Sinkhole** means a landform created by subsidence of soil, sediment, or rock as underlying strata are dissolved by groundwater. A **sinkhole** may form by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

**Sinkhole Loss** means structural damage to the building, including the foundation, caused by **sinkhole activity**. **Contents** coverage shall apply only if there is structural damage to the building caused by **sinkhole activity**.

**Sinkhole Activity** means settlement or systematic weakening of the earth supporting such property only when such settlement or systematic weakening results from movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

Part II - PROPERTY, C. Additional Coverages is amended to include the following:

## Sinkhole Loss

We will cover direct physical loss to your house or other permanent structure(s) or the contents of either arising out of sinkhole activity. This includes the costs incurred to stabilize the land and building as well as repair of the foundation.

We may provide a professional engineer or a professional geologist to conduct testing of the **sinkhole** to verify its existence. If a **sinkhole loss** is verified, we shall pay to stabilize the land and building and repair the foundation in accordance with the recommendations of the engineer and, in consultation with the policyholder, subject to the coverage and terms of the policy.

Neutral Evaluation

Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for stabilizing the land and building and foundation repairs, or if we deny your claim, either party may file a request with the Florida Department of Financial Services (the Department) for neutral evaluation in accordance with the rules established by the Department. In this event, you and

we shall mutually select a neutral evaluator from a list maintained by the Department. If you and we fail to agree to a neutral evaluator within 10 business days, the Department shall appoint a neutral evaluator. The neutral evaluation conference shall be held within 45 days after receipt of the request by the Department. The recommendation of the neutral evaluator will not be binding on you or us. We will pay the costs associated with the neutral evaluation. The Mediation and Appraisal conditions do not apply to disputed sinkhole claims.

#### **Legal Action Against Us**

No action shall be brought against us unless the **insured person** has complied with this policy's provisions, nor until final judgment or agreement has set the amount on the **insured person's** legal obligation with us. You also agree to bring any action against us within five (5) years after a loss occurs, except that the time for bringing any action against us is extended for a period of 60 days following the conclusion of the neutral evaluation process or 5 years, whichever is later. No one has the right to join us in any action against any **insured person**.

Part II. PROPERTY, D. Exclusions, Earth Movement is deleted and replaced with the following:

#### **Earth Movement**

We do not cover any loss to your **house or other permanent structures** caused by earth movement including volcanic eruptions, landslides, mudflows, and the sinking, rising, or shifting of land. We do insure ensuing covered loss due to theft, fire, glass breakage or explosion unless another exclusion applies. This exclusion does not apply to loss caused by **sinkhole activity**.

## IMPORTANT NOTICE

### MANDATORY HURRICANE COVERAGE DEDUCTIBLE

As respects the following location:

355 South Ocean Blvd

Golden Beach, FL 33160

Your policy includes a separate deductible for losses due to the peril of hurricane. We will pay only that part of the total that exceeds the hurricane deductible stated in your Declarations Page. This deductible applies in the event of direct physical loss to property covered under this policy caused directly or indirectly by hurricane. The hurricane deductible will be applied on an annual basis to all hurricane losses that occur during the calendar year in any of the policies issued by us or an American International Group member company for the same insured location.

If your hurricane deductible is referenced as a percentage, then the dollar amount of your hurricane deductible is calculated by multiplying the specific percentage by the coverage limit for your **house** for this location listed in your Declarations Page.

For second and subsequent covered hurricane losses occurring in the same calendar year, the dollar amount of the hurricane deductible will be reduced by all hurricane deductible amounts applied toward prior covered hurricane losses during the same calendar year for the same insured location. The greater of the remaining hurricane deductible or the all other peril deductible will apply. The all other peril deductible will not be waived for a covered loss greater than \$50,000.

If you have covered hurricane losses for this location in a calendar year under more than one policy issued by us or an American International Group member company, your hurricane deductible will be equal to the greatest dollar amount of any hurricane deductible in any one of the policies for this location.

You are required to report hurricane losses that are below the hurricane deductible in order to apply such hurricane losses to subsequent hurricane claims.

In the event there is a hurricane loss (or losses) during a calendar year and a lower hurricane deductible is then purchased under the new or renewal policy in the same calendar year, the lower hurricane deductible will not apply until January 1 of the following calendar year.

## IMPORTANT NOTICE

### MANDATORY HURRICANE COVERAGE DEDUCTIBLE

As respects the following location:

19501 West Country Club Drive                           Unit 1210  
Miami, FL 33180

Your policy includes a separate deductible for losses due to the peril of hurricane. We will pay only that part of the total that exceeds the hurricane deductible stated in your Declarations Page. This deductible applies in the event of direct physical loss to property covered under this policy caused directly or indirectly by hurricane. The hurricane deductible will be applied on an annual basis to all hurricane losses that occur during the calendar year in any of the policies issued by us or an American International Group member company for the same insured location.

If your hurricane deductible is referenced as a percentage, then the dollar amount of your hurricane deductible is calculated by multiplying the specific percentage by the coverage limit for your **contents** for this location listed in your Declarations Page.

For second and subsequent covered hurricane losses occurring in the same calendar year, the dollar amount of the hurricane deductible will be reduced by all hurricane deductible amounts applied toward prior covered hurricane losses during the same calendar year for the same insured location. The greater of the remaining hurricane deductible or the all other peril deductible will apply. The all other peril deductible will not be waived for a covered loss greater than \$50,000.

If you have covered hurricane losses for this location in a calendar year under more than one policy issued by us or an American International Group member company, your hurricane deductible will be equal to the greatest dollar amount of any hurricane deductible in any one of the policies for this location.

You are required to report hurricane losses that are below the hurricane deductible in order to apply such hurricane losses to subsequent hurricane claims.

In the event there is a hurricane loss (or losses) during a calendar year and a lower hurricane deductible is then purchased under the new or renewal policy in the same calendar year, the lower hurricane deductible will not apply until January 1 of the following calendar year.